FY 2013
ANNUAL TAX INCREMENT FINANCE REPORT

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Name of Municipality:	City of Elmhurst, IL	Reporting Fiscal Year:	**2013**
County:	DuPage	Fiscal Year End:	4/30/2013
Unit Code:	022/045/30		

TIF Administrator Contact Information

First Name:	Marilyn	Last Name:	Gaston		
Address:	209 N. York Street	Title:	Director of Finance		
Telephone:	(630) 530-3105	City:	Elmhurst	Zip:	60126
Mobile		E-mail			
Mobile Provider		Best way to contact	__X__ Email _____Mobile	__X__Phone _____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.]

Marilyn E. Gaston — October 24, 2013

Written signature of TIF Administator — Date

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

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
North York Street	4-Sep-12	

*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 2013

Name of Redevelopment Project Area:	North York Street (Elmhurst TIF 4)
Primary Use of Redevelopment Project Area*:	Retail
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act __x___ 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 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 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.

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TIF NAME: North York Street (Elmhurst TIF 4)

Fund Balance at Beginning of Reporting Period $ -

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (Rental Income)	$ 8,620	$ 8,620	100%

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

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period $ 8,620

Cumulative Total Revenues/Cash Receipts $ 8,620 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) $ 62,946

Distribution of Surplus

Total Expenditures/Disbursements $ 62,946

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS $ (54,326)

FUND BALANCE, END OF REPORTING PERIOD* $ (54,326)

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

Total Amount Designated (Carried forward from Section 3.3) $ (1,304,326)

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

FY 2013

TIF NAME: NorthYork Street (Elmhurst TIF 4)

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment cost, amounts expended during reporting period)

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

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Contractual Services - Professional and Consultant Fees	62,946	
		$ 62,946
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
		$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		$ -

SECTION 3.2 A		
PAGE 2		
7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
		$ -
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		$ -

SECTION 3.2 A		
PAGE 3		
14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		$ -

TOTAL ITEMIZED EXPENDITURES		$ 62,946

Section 3.2 B

FY 2013

TIF NAME: North York Street (Elmhurst TIF 4)

List all vendors, including other municipal funds, that were paid in excess of $10,000 during the current reporting year.

_____ **There were no vendors, including other municipal funds, paid in excess of $10,000 during the current reporting period.**

Name	Service	Amount
Storino, Romella & Durkin	Profession/Legal	$ 45,477.21

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 2013

TIF NAME: North York Street (Elmhurst TIF 4)

FUND BALANCE, END OF REPORTING PERIOD	$ (54,326)

1. Description of Debt Obligations

	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	$ -	$ -

2. Description of Project Costs to be Paid

Redevelopment Agreement/Mariano's Project Costs		$ 1,250,000

Total Amount Designated for Project Costs	$ 1,250,000
TOTAL AMOUNT DESIGNATED	$ 1,250,000
SURPLUS*/(DEFICIT)	$ (1,304,326)

* 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 2013

TIF NAME: North York Street (Elmhurst TIF 4)

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

__X__ 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 2013

TIF NAME: North York Street (Elmhurst TIF 4)

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*. __1__

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	$ 14,000,000	$ 4,000,000	$ -
Public Investment Undertaken	$ -	$ 1,250,000	$ -
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Construction of Mariano's Fresh Market			
Private Investment Undertaken (See Instructions)	$ 14,000,000	$ 4,000,000	$ -
Public Investment Undertaken	$ -	$ 1,250,000	$ -
Ratio of Private/Public Investment	0		0

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. ***even though optional MUST be included as part of complete TIF report**

SECTION 6

FY 2013

TIF NAME: North York Street (Elmhurst TIF 4)

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
2012	$ 31,832,410	$ -

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

__X__ The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			$ -
***Inform*ation not**			$ -
available at this time			$ -
First year of TIF			$ -
			$ -
			$ -
			$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

General description - parcels on the east and west sides of North York Street from the alley south of Hahn Street to Grand Avenue (see Exhibit B attached).

Optional Documents	Enclosed	
Legal description of redevelopment project area	See Exhibit A	
Map of District	See Exhibit C	

EXHIBIT A

Legal Description

That part of Sections 25, 26, 35 and 36 of Township 40 North, Range 11, East of the Third Principal Meridian and Sections 1 and 2 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Northerly corporate boundary of Elmhurst, said Northerly boundary being the centerline of Grand Avenue, with the Westerly lot line, extended north, of Lot 75 in Elmhurst Industrial Park Unit No. 2, recorded as Document R65-24614 on July 9, 1965, for a place of beginning, thence Easterly along said centerline of Grand Avenue to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way line to the North line of Lot 2 of York Gardens, recorded as Document 456519 on December 3, 1943, thence Easterly along said North lot line to the East line of said Lot 2, thence Southerly along said East line to the Northwest corner of Lot 11 in Block 3 of Country Club Highlands Subdivision Unit 3, recorded as Document 877616 on April 25, 1958, thence Southeasterly along the Northerly line of said Lot 11, extended, to the Easterly right-of-way line of Wilson Street, thence Southwesterly along said Easterly right-of-way line to its intersection with the North line, extended Easterly, of Lots 12 through 24, inclusive, in Block 3 of said Country Club Highlands Subdivision Unit 3, thence Westerly along said North line to the West Line of said Lot 24, thence Southerly along said West line, extended, to the South line of Lot 4 in said York Gardens, thence Westerly along said South line to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way to the South lot line of York Meadows Condominiums, recorded as Document R80-05482 on January 22, 1980, thence Easterly along said South lot line to the East lot line, extended Northerly, of Lot 20 in Block 12 of H.O. Stone and Co.'s Elmhurst Addition, recorded as Document 161539 on December 20, 1922, thence Southerly along said East lot line, extended, to the South lot line of Lot 10 in Block 37 of said H.O. Stone and Co.'s Elmhurst Addition, said South lot line being the North right-of-way of Crestview Avenue, thence Easterly along said North right-of-way line to the East right-of-way line of Michigan Street, thence Southerly along said East right-of-way line to the South lot line of Lot 15 in Block 54 of said H.O. Stone and Co.'s Elmhurst Addition, thence generally Westerly along the Northerly right-of-way line of Interstate 290 to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the East right-of-way line, extended Northerly, of Elmcrest Avenue, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 5 in Block 1 of Robertson's Addition to Elmhurst, recorded as Document 92032 on October 30, 1907, thence Westerly along said North lot line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line 300 feet, thence Easterly 155 feet, thence Northerly 50 feet to the North line of Lot 7 in Block 1 of said Robertson's Addition to Elmhurst, thence Easterly along said lot line, extended, to the East right-of-way line of Elmcrest Avenue, thence Southerly along said East right-of-way line and right-of-way line extended, to the South right-of-way line of Fremont Avenue, thence Westerly along said South right-of-way line 120 feet to the west line of the east 25 feet of lot 2 in Owners division of Block 2 of Robertsons Addition to Elmhurst, recorded as Document 258941 on June 4, 1928, thence Southerly along said west line 150 feet to the south line of lot 2, , thence Easterly along said line 25 feet to the southeast corner of lot 2, thence Southerly 90 feet along the west line of the east 50 feet of lot 5 to a point on the North line of Robertson's Second Addition to Elmhurst, recorded as Document 95683 on January 20, 1909, said point being 250 feet East of the Northwest corner of said Robertson's Second Addition to Elmhurst, thence Westerly along said North line to the East line of Lot

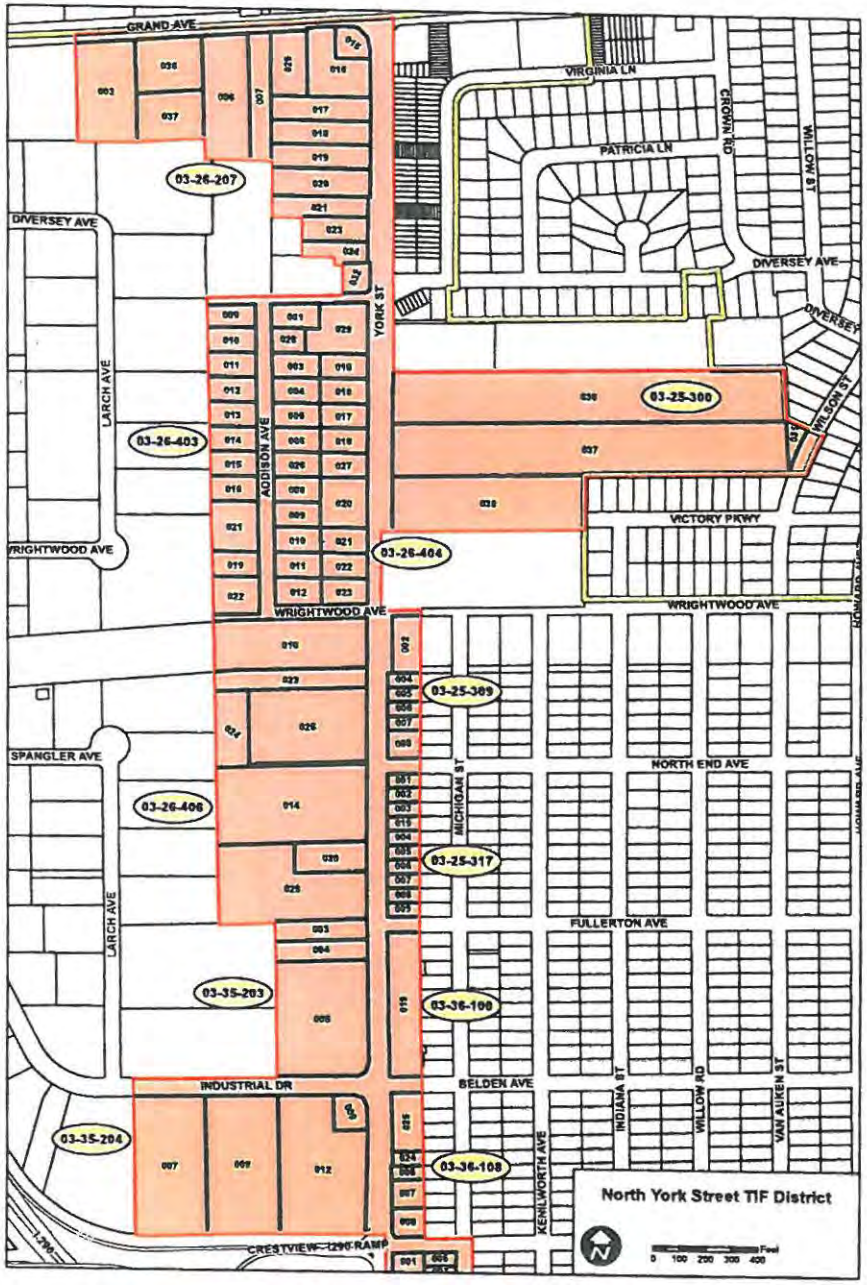
49 in said Robertson's Second Addition to Elmhurst, thence Southerly along said East lot line, extended, to the North line of Paul J. Lowe Resubdivision, recorded as Document R96-024157 on February 14, 1996, thence Westerly 42 feet to the northwest corner of lot 1, thence Southerly along the west line 165 feet to the south west corner lot 1, thence Easterly along south line 92 feet in said Paul J. Lowe Resubdivision to the East line of Lot 26 in said Robertson's Second Addition to Elmhurst, thence Southerly along said lot line 50 feet to the North line of the Resubdivision of Robertson's Second Addition to Elmhurst, recorded as Document 111786 on April 23, 1913, thence Westerly along said North line to the West line of Lot 11 in said Resubdivision, thence Southerly along said West line to the North right-of-way line of Columbia Avenue, thence Southeasterly to the Northwest corner of Lot 7 in said Resubdivision, thence Southerly 296.75 feet along the West line of Lots 7 and 8 in said Resubdivision, thence Southeasterly 38.83 feet to a point on the Northerly right-of-way line of North Avenue, said point being 22 feet Easterly of the Southwest corner of said Lot 8, thence Southeasterly to the Northwest corner of Lot 30 in Block 1 of Fairview Addition to Elmhurst, recorded as Document 110851 on February 7, 1913, thence Southerly along the West line of Lots 30 and 29 in said Block 1 to the South line, extended Easterly, of Lot 2 in said Block 1 of Fairview Addition, thence Westerly along said South line, and South line extended, to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 25 in Hahn's Subdivision, recorded as Document 47483 on December 8, 1891, thence Westerly along said North lot line, extended, to the West line, extended Southerly, of Lot 16 in said Hahn's Subdivision, thence Northerly along said West lot line to the South right-of-way line of Hahn Street, thence Westerly along said South right-of-way line, extended, to the West right-of-way line of Addison Avenue, thence Northerly along said West right-of-way line to the Northerly right-of-way line of North Avenue, thence Easterly along said North right-of-way to the West line of Lot 7 in Block 1 of Albert D. Graue's Subdivision of North Elmhurst, recorded as Document 86803 on February 23, 1906, thence Northerly along said West line of Lot 7, extended, to the South right-of-way line of Fremont Avenue, thence Northwesterly to the Southwest corner of Lot 9 in North Elmhurst Third Addition to the Village of Elmhurst, recorded as Document 97862 on August 9, 1909, thence Northerly along the west line of Lots 9 and 8 of said North Elmhurst Third Addition to the Southwest corner of Lot 5 of "County Clerk's Assessment Division of Lots 1 and 2 of the Plat of North Elmhurst Third Addition to the Village of Elmhurst", recorded as Document 233179 on April 8, 1927, thence Northerly along the West line, and West line extended, of Lots 1 through 5, inclusive, in said County Clerk's Assessment Division to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to the South line of Elmhurst Industrial Park Unit No. 1, recorded as Document R65-2240 on January 22, 1965, thence Westerly along said South line to the West line of Lot 7 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said West lot line, extended, to the North right-of-way line of Industrial Drive, thence Easterly along said right-of-way line to the East line of Lot 31 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along the East line of Lots 31 and 27 in said Elmhurst Industrial Park Unit No. 1 to the North line of said Lot 27, thence Westerly along said North line to the East line of Lot 26 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said East line, extended, to the Northeast corner of Lot 22 in said Elmhurst Industrial Park Unit No. 1, thence Northerly to the Southwest corner of York Grand Estates Unit Number One, recorded as Document 426473 on July 23, 1941, thence Northerly along the West line of said York Grand Estates Unit Number One, extended, to the Southwest corner of Lot 2 of Klefstad's Elmhurst Subdivision, recorded as Document R93-172175 on August 4, 1993, thence Easterly 266.01 feet to the Southeast corner of said Lot 2, thence continuing Easterly 292.27 feet along the South line of Lot 23 in

Addison Township Supervisors Assessment Plat No.5, recorded as Document 465944 on August 9, 1944, thence Northerly to a point on the South line of Peter's 2nd Subdivision, recorded as Document R69-11385 on March 18, 1969, thence Westerly along said South line 33 feet, thence Northerly 33.75 feet, thence Westerly 134.35 feet to the Southwest corner of said Peter's 2nd Subdivision, thence Northerly along the West line of said Subdivision 161.76 feet to the North Line of Peter's Subdivision, recorded as Document R68-41940 on September 11, 1968, thence Westerly along said North line 124.78 feet to the East line of said Lot 2 in said Klefstad's Elmhurst Subdivision, thence Northerly along said East line of Lot 2 233.96 feet to the Northeast corner of said Lot, thence West along the North line 277.13 feet to the most Westerly East line of Lot 1, thence North along the East line to the Northwest corner of Lot 1, thence West along the North line 275 feet to the Southeast corner of Lot 75 in said Elmhurst Industrial Park Unit No. 2, thence Westerly on the South line to the Southwest corner of said Lot 75, thence Northerly along the West line, and West line extended, of said Lot 75 to the place of beginning, all in DuPage County, Illinois.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area the boundaries of which are approximately the parcels on the east and west sides of York Street from the alley south of Hahn Street on the South to North Avenue on the north, continues north with frontage parcels located on the east and west sides of York Street from North Avenue on the south to Lake Street on the north, continues north along only the east side of York Street from the north side of the I-290 right-of way to Crestview Avenue, at Crestview, incorporates parcels on both the east and west sides of York Street to Wrightwood Avenue, at Wrightwood, includes parcels primarily on the west side of York Street to Grand Avenue and four (4) Community Unit School District 205 parcels on the east side of York Street, and in order to maximize lot depth from York Street throughout the Study Area, and sometimes incorporates several parcels in addition to those fronting York Street and along the south side of Grand Avenue a total of 8 lots west of York Street are incorporated, and adjacent rights of way are also included


GRAND AVE
VIRGINIA LN
PATRICIA LN
CROWN RD
WILLOW ST
DIVERSEY AVE
WILSON ST
YORK ST
LARCH AVE
ADDISON AVE
WRIGHTWOOD AVE
VICTORY PKWY
SPANGLER AVE
NORTH END AVE
MICHIGAN ST
FULLERTON AVE
INDUSTRIAL DR
BELDEN AVE
INDIANA ST
VAN AUKEN ST
KENILWORTH AVE
CRESTVIEW--1290 RAMP
03-26-207
03-26-403
03-26-404
03-26-406
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03-36-100
03-36-108
North York Street TIF District

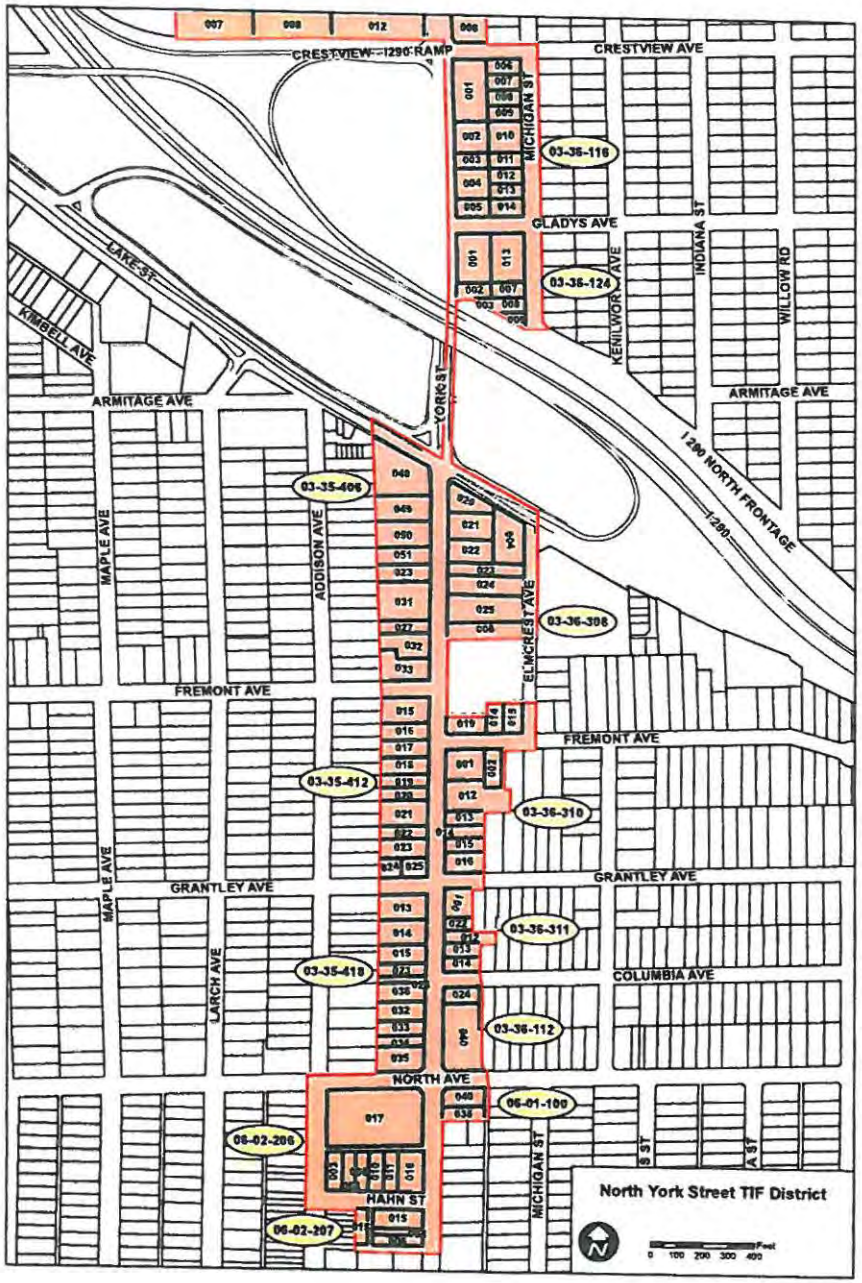

CRESTVIEW--1290 RAMP
CRESTVIEW AVE
MICHIGAN ST
GLADYS AVE
KENILWORTH AVE
INDIANA ST
WILLOW RD
ARMITAGE AVE
LAKE ST
KIMBELL AVE
YORK ST
1290 NORTH FRONTAGE
ADDISON AVE
MAPLE AVE
ELMCREST AVE
FREMONT AVE
GRANTLEY AVE
LARCH AVE
COLUMBIA AVE
NORTH AVE
HAHN ST
03-36-116
03-36-124
03-35-406
03-36-308
03-35-412
03-36-310
03-36-311
03-35-418
03-36-112
06-01-100
06-02-206
06-02-207
North York Street TIF District

EXHIBIT C

CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

STEVEN M. MORLEY
MAYOR
PATTY SPENCER
CITY CLERK
ELAINE LIBOVICZ
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

October 23, 2013

Office of the Comptroller
Local Government Division
James R. Thompson Center
100 West Randolph Street
Suite 15-500
Chicago, Illinois 60601

RE: CITY OF ELMHURST, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 4
NORTH YORK STREET TIF DISTRICT

Dear Ladies and Gentlemen:

I, Steven M. Morley, hold the position of Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois. I certify that, to the best of my knowledge, during the Fiscal Year ending April 30, 2013 the City complied with all the applicable requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et al.* (State Bar Ed. 2010).

Sincerely,

CITY OF ELMHURST

By: _____
Steven M. Morley, Mayor

BWB/tt

ATTACHMENT B
(TIF 4)

279658-1

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE

ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
ANGELO F. DEL MARTO
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA A. MIROBALLI
MATTHEW G. HOLMES

MICHAEL R. DURKIN
THOMAS J. HALLERAN
ERIN C. MORIARTY

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

October 23, 2013

IN REPLY REFER TO FILE NO. ELMH-1

Office of the Comptroller
Local Government Division
James R. Thompson Center
100 W. Randolph Street, Ste. 15-500
Chicago, Illinois 60601

RE: CITY OF ELMHURST, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 4
RT 83/ST. CHARLES ROAD TIF DISTRICT

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Legal Counsel for the City of Elmhurst, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending April 30, 2013, the City was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et seq.* (State Bar Ed. 2012)] for the above TIF district; provided, no opinion is rendered regarding the timeliness of any reports filed by the City pursuant to the Act.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned. This opinion is limited to the matters set forth herein and no opinion may be inferred or implied beyond that expressly stated.

STORINO, RAMELLO & DURKIN
Legal Counsel, City of Elmhurst

Brian W. Baugh

BWB/dcs

407910.1

ATTACHMENT C
(TIF IV)

NORTH YORK STREET (TIF 4)
Section 2 – Activities Statement
For period ended 4/30/13

1) **Statement setting forth all 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**

Redevelopment – **During FY 2012/13, the City Council approved Resolution (R-51-2012) approving a redevelopment agreement with York Street Ventures for the development of a Mariano's Fresh Market. As part of the agreement, the City will provide the developer with $1.25M of economic incentive. The developer will receive $625,000 upon opening and $625,000 180 days later (See Attachment E). The City also granted certain setback and sign variations for the development (ZO-05-2102). The City Council also approved Ordinance O-24-2013 authorizing the acquisition of 260 North York Street, in furtherance of and pursuant to the redevelopment objectives of the City's North York Street Redevelopment Project Area (TIF 4). The Ordinance authorized the City Attorney to make an offer to purchase and negotiate the acquisition of the property from the current owner; however, in the event the negotiations failed, the Ordinance authorized the City Attorney to commence acquisition through eminent domain proceedings.**

Intergovernmental Agreement with Unit School District #205 in connection with the North York Street TIF District – **On April 1, 2013, the City of Elmhurst approved an intergovernmental agreement (Resolution R-17-2013) with Unit School District #205 concerning the reimbursement by the City of capital improvement costs incurred by the School District #205 within the North York Redevelopment Project Area and other matters concerning said redevelopment project area (See Attachment M).**

Tax Increment Financing District Management – **During Fiscal Year 2012/13, the City of Elmhurst retained the legal services of Donald J. Storino (Storino, Ramello & Durkin) to provide legal counsel for the operation and performance of the Tax Increment Financing District.**

ATTACHMENT E
(TIF IV)

R- 51-2012

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT BY AND BETWEEN YORK STREET VENTURES LLC AND THE CITY OF ELMHURST, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, York Street Ventures LLC (the "Developer") desires to enter into a redevelopment agreement ("Redevelopment Agreement") with the City of Elmhurst, DuPage and Cook Counties, Illinois (the "City") for purposes of redeveloping of a portion of the North York Street Redevelopment Project Area (the "Redevelopment Area") with a Mariano's Fresh Market (the "Project"); and

WHEREAS, the Corporate Authorities of the City find it is in the best interests of the City to enter into the Redevelopment Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elmhurst, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the foregoing recital clauses to this Resolution are adopted as the findings of the Corporate Authorities of the City of Elmhurst and are incorporated herein by specific reference.

Section 2. That upon receipt from the Developer of four (4) executed copies of the Redevelopment Agreement, the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest to, the Redevelopment Agreement in substantially the form of such agreement appended to this Resolution as Exhibit "A," with such changes therein as shall be approved by the officials of the City executing the same, their execution thereof to constitute

Copies To All
Elected Officials
08/30/2012

conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Redevelopment Agreement.

Section 3. That the officials, officers and employees of the City are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Resolution and of the Redevelopment Agreement.

Section 4. That this Resolution shall be in full force and effect upon and after its passage in the manner provided by law.

ADOPTED this 4th day of September, 2012, pursuant to a roll call vote as follows:

AYES: 12
NAYS: 0
ABSENT: 2
ABSTENTION: _____

APPROVED by me this 4th day of September, 2012.

Peter P. DiCianni III, Mayor of the City of Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
This 4th day of September, 2012.

Patty Spencer

Patty Spencer, Clerk of the City of Elmhurst, DuPage and Cook Counties, Illinois

COUNCIL ACTION SUMMARY

SUBJECT: A Resolution Approving and Authorizing the Execution of the Redevelopment Agreement by and Between York Street Ventures LLC and the City of Elmhurst, DuPage and Cook Counties, Illinois

ORIGINATOR: City Manager/City Attorney

DESCRIPTION OF SUBJECT MATTER:

The attached Resolution approves a redevelopment agreement (the "Agreement") with York Street Ventures LLC (the "Developer"). Pursuant to the Agreement, the Developer will develop a portion of the North York Street Tax Increment Financing District with a Mariano's Fresh Market and the City will provide the Developer with $1.25M of economic incentive. The Developer will receive $625,000 upon opening of the store and $625,000 180 days later. Until such time as the project generates $1.25M in real estate tax increment, the Developer and all lessees are prohibited from appealing the EAV of the property below $2.65 per gross leasable building square footage.

EXHIBIT "A"

REDEVELOPMENT AGREEMENT

CITY OF ELMHURST
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(MARIANO'S PROJECT)

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this 4th day of September 2012, by and between the CITY OF ELMHURST an Illinois municipal corporation (the "City"), and YORK STREET VENTURES LLC, an Illinois limited liability company (the "Developer") (the City and Developer are hereinafter sometimes collectively referred to as the "Parties," and individually as a "Party"),

W I T N E S S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended [65 ILCS 5/11-74.4-1 et seq. (Illinois State Bar Ed. 2010)] (the "Act"), the City has undertaken a program to redevelop certain property within the City and generally located on the east and west sides of York Street from approximately Grand Avenue on the north and approximately North Avenue on the South and legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof (the "Redevelopment Project Area"); and

WHEREAS, on September 4, 2012, the City Council (the "Corporate Authorities") of the City, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted the following Ordinances (collectively the "TIF Ordinances"):

Ordinance No. O-50-2012: An Ordinance of the City of Elmhurst, DuPage and Cook Counties, Illinois Approving a Redevelopment Plan and Redevelopment Project for the North York Street Redevelopment Project Area;

Ordinance No. 0-51-2012: An Ordinance of the City of Elmhurst, DuPage and Cook Counties, Illinois, Designating the North York Street Redevelopment Project Area of said City a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act; and

Ordinance No. O-52-2012: An Ordinance of the City of Elmhurst, DuPage and Cook Counties, Illinois, Adopting Tax Increment Allocation Financing for the North York Street Redevelopment Project area; and

WHEREAS, the Developer owns or shall acquire certain real property located within the Redevelopment Project Area, which is legally described in Exhibit B and depicted in Exhibit B-1, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Developer submitted a proposal to the City to redevelop the Property with an approximately 76,000 square foot grocery store building and approximately 350 parking spaces, off-street loading and site access (the "Grocery Store Project"); and

WHEREAS, following completion of the Grocery Store Project, York shall lease the Grocery Store Project to Roundy's Supermarkets, Inc. d/b/a Mariano's Fresh Market ("Mariano's") ; and

WHEREAS, the Grocery Store Project shall be developed with generally in conformance with the site plan prepared by Solomon, Cordwell, Buenz which is attached hereto and made a part hereof as Exhibit C (the "Site Plan"); and

WHEREAS, the cost of developing and constructing the Grocery Store Project shall be not less than Eighteen Million Dollars ($18,000,000.00); and

WHEREAS, to facilitate the development and construction of the Grocery Store Project and subject to and in accordance with the terms of this Agreement and the Act, the City has agreed to reimburse the Developer for certain Redevelopment Project Costs (as hereinafter defined) that the Developer incurs, or has incurred, in connection with the development and construction of the Grocery Store Project; and

WHEREAS, except for variances granted by the City, the Grocery Store Project shall be developed and constructed in accordance with all City codes, ordinances and regulations, as applicable to the plans and specifications to be approved by the City and all other governmental authorities having jurisdiction over the Grocery Store Project; and

WHEREAS, the Developer represents and warrants to the City, and the City finds that, but for the assistance to be provided by the City to the Developer pursuant to the Act and this Agreement, the Grocery Store Project would not be economically viable or eligible for the private financing necessary for its construction and, concomitantly, the Developer would not construct and operate the Grocery Store Project; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the City for consideration and review, and the Corporate Authorities and the Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the City and Developer according to the terms hereof; and

WHEREAS, the Corporate Authorities of the City, after due and careful consideration, have concluded that the construction and operation of the Grocery Store Project as provided herein will further the growth of the City, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within a portion of the Redevelopment Project Area, and is otherwise in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

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

ARTICLE I.
RECITALS PART OF THE AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are 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.
OBLIGATION OF THE PARTIES

2.1. **Developer Obligations and Agreements**. In consideration of the substantial commitment of the City to the redevelopment of the Redevelopment Project Area pursuant to the Redevelopment Plan and its commitments contained in this Agreement, the Developer shall fulfill, or has fulfilled as a condition to the City's obligations hereunder, the following obligations:

A. The Developer has acquired or shall acquire good and merchantable title to the Property and shall have entered into a valid and binding and non-contingent lease with Mariano's on the Property and for the Grocery Store Project contingent only on acquiring the Property and entering into this agreement with the City.

B. The Developer shall construct the Grocery Store Project substantially in accordance with the Site Plan and the Grocery Store Project shall be completed and a Certificate of Occupancy shall have been issued by or before December 31, 2013, subject to any Force Majeure Delays (as hereinafter defined).

C. The Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Grocery Store Project and the Developer shall contribute equity to the Grocery Store Project in an amount not less than ten percent (10%) of the project budget for the Grocery Store Project.

D. The Developer has secured, or shall hereafter secure or cause to be secured, all required permits entitlements, authorizations and approvals necessary or required to construct and complete the Grocery Store Project.

E. Until a Certificate of Occupancy has been issued for the Grocery Store Project, the Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability and shall cause the City to be named as an additional insured, with all the rights of a primary insured on such policy, and workmen's compensation and automobile/vehicle liability insurance for the Grocery Store Project, and shall cause the City to be named as an additional insured where it has an insurable interest, with all the rights of a primary insured, on such policies, except that on the worker's compensation insurance, the policy and certificate of insurance shall include a waiver of subrogation in favor of the City. Said insurance policies shall be issued in an amount not less than Five Million Dollars ($5,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. Each of said policies shall provide for not less than thirty (30) days prior written notice to the City and Developer before such policies may be materially changed, modified or cancelled. Prior to the commencement of any work on the Grocery Store Project, the Developer shall provide the City with appropriate certificates of insurance and copies of said policies issued. The Developer shall keep in force at all times until the Grocery Store Project is completed, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including

the work performed and equipment, supplies and materials furnished for the Grocery Store Project. Should the City receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the City shall notify the Developer of the receipt of said notice. If the Developer fails to promptly pay any such required premium, the City may, but is not obligated or required to, pay the premiums due during any cure period afforded in such notice. If the City pays any premium due on any of the required insurance, policies, the amount of the premiums paid by the City shall constitute a debt owed by the Developer to the City and the City shall be entitled to file and enforce a lien against the Property. Failure of the Developer to pay any premiums on any required insurance policy shall constitute an event of default and shall remain so irrespective of whether the City shall elect to pay such premiums on behalf of the Developer. The Developer may cure said default if it repays the City for the amount of the premiums paid by the City within thirty (30) days of the payment by the City. If not repaid, the City shall have the right to terminate this Agreement in accordance with the terms hereof.

F. In the event a claim is made against the City, its officers, officials, agents and employees or any of them, or if the City, its officers, officials, agents and employees or any of them (the "Indemnified Party" or "Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the Developer's construction, operation, duties, obligations and responsibilities under the terms of this Agreement or the Grocery Store Project including, but not limited to, any claim or cause of action concerning matters pertaining to hazardous materials and other environmental matters in existence as of the date of this Agreement, to the

extent permitted by law, the Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the City nor any of the other Indemnified Parties shall be required to contribute to such settlement, and further provided the Special Tax Allocation Fund (as defined herein) shall not be used in connection with any such settlement without the consent of the City.

G. The Developer agrees to acquire and pay for each building permit, occupancy permit, utility connection permit or other City required permit which is required for each structure to be constructed or located in the Grocery Store Project. Said permits shall be acquired in accordance with the terms of the Elmhurst Municipal Code, as amended from time to time.

H. The Developer represents and warrants that it shall not cause or permit any mechanic's liens or other lien claims to remain against the Special Tax Allocation Fund, as defined in Section 3.2(A), for labor or materials furnished in connection with demolition, site preparation, development, construction, additions,

modifications, improvements or any other matter which might give rise to lien rights against the Special Tax Allocation Fund. Notwithstanding the foregoing, the Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any claims for mechanic's liens, other liens, claims or causes of action relating to allegedly defective or incomplete work, provided that the City shall not be required to contribute to such settlement. The City shall have the right of offset to utilize any monies otherwise owed to or entitled by Developer (not otherwise earned but unpaid) under this Agreement to settle or satisfy any such claims and the Developer hereby agrees and covenants to indemnify, defend and hold harmless the Indemnified Parties, (including the payment of reasonable attorneys' fees and costs and expenses) from and against any such liens, claims or causes of action as may be asserted against the Special Tax Allocation Fund.

I. Upon reasonable notice, the City Manager, or his designee, shall have access to all portions of the Grocery Store Project during construction of the Grocery Store. Additionally, during the term of this Agreement and upon reasonable notice, the City Manager, or his designee, shall have access to all of the Developer's books and records relating to the construction of the Grocery Store Project, the private financing of the Grocery Store Project, the acquisition of the Property and the Redevelopment Project Costs with respect thereto, including but not limited to the Developer's closing documents, financing commitments, loan documents and statements, general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit and examination upon ten (10) business days notice.

The Developer shall incorporate this right to inspect, audit, examine and copy all books and records into all contracts entered into by the Developer with respect to the Redevelopment Project Costs and/or the construction of the Grocery Store Project.

J. To the extent required by law, the Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established by the City pursuant to the Illinois Prevailing Wage Act [820 ILCS 130/0.01 *et seq.* (Illinois State Bar Ed. 2010)] when constructing the Grocery Store Project.

K. The Developer shall cooperate with the City and provide the City with the information in Developer's possession or control required and necessary under the Act to enable the City to comply with the Act and its obligations under this Agreement.

L. The Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the Redevelopment Plan, as such term is defined in the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Grocery Store Project.

M. The Developer represents, warrants and covenants that no member, official, officer, employee of the City, or any commission or committee exercising authority over the Grocery Store Project or the Property, or any consultant hired by the City or the Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in the Grocery Store Project or any portion of the Property, or will own or control any interest in the Grocery Store Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act.

N. The Developer has furnished to the City a project budget dated July 19, 2012 (the "Project Budget") showing total costs for the Grocery Store Project in an amount not less than Eighteen Million Dollars ($18,000,000.00). The Developer hereby certifies to the City that the Project Budget is true, correct and complete, to the best of the Developer's knowledge, in all material respects. The Developer shall promptly deliver to the City certified copies of any Material Change Orders (as hereinafter defined) with respect to the Project Budget for approval. Material Change Orders shall be defined as any changes to the Project Budget that, in the aggregate, result in a reduction of the total cost of the Grocery Store Project by 5% or more. Any Material Change Orders must be submitted by the Developer to the City concurrently with the Certificates of Expenditures as described in Section 2.2A hereof; the Developer must obtain the City's prior written approval before approving any Material Change Orders.

O. During the term of this Agreement, except as otherwise provided in (1) below the Developer and any lessee, licensee or user of the Property shall not:

(1) appeal the equalized assessed valuation of all or a portion of the Property below such amount as to cause the real estate taxes on the Property to be below Two and 65/100 Dollars ($2.65) per gross leasable building square foot for that period of time that it takes for the Property to generate One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) of real estate taxes paid to the City pursuant to section 11-74.4-8(b) of the Act commencing from the date of this agreement and then for two years after the One Million Two Hundred Fifty Thousand Dollars has been generated;

(2) petition for tax-exempt status for all or a portion of the Property; or

(3) transfer or convey all or a portion of the Property to a tax-exempt organization or entity, except as part of an eminent domain action by a unit of government.

The Developer shall prohibit all lessees, licensees and users of the Property from engaging in the above and include the provisions of this Section 2.1(O) in all leases and license agreements for all or a portion of the Property

2.2 **City Obligations and Agreements**. In consideration of the substantial commitment of the Developer to the development and construction of the Grocery Store Project, the City agrees and covenants with the Developer as follows:

A. The City shall pay the Developer up to ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($1,250,000.00) ("City Contribution") to partially subside those Developer costs of the Grocery Store Project which constitute redevelopment project costs, as such term is defined in the Act ("Redevelopment Project Costs") as itemized on Exhibit D, attached hereto and made a part hereof and as evidenced by a certificate in the form attached hereto and made a part hereof as Exhibit E prepared by the Developer and reasonably approved by the City certifying the amount of Redevelopment Project Costs actually incurred by the Developer as of the date of such certificate ("Certificate of Expenditure"). The City Contribution shall be paid by the City, as follows:

(1) The City shall pay to the Developer the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS ($625,000.00) on the 30th calendar day following the issuance by the City of a certificate of completion

(the "Certificate of Completion") for the Grocery Store Project (the "Payment Date"). The City shall issue the Certificate of Completion upon the satisfaction of the following conditions:

(a) the Grocery Store Project has been constructed and a temporary or permanent certificate of occupancy has been issued by the City;

(b) Developer and Mariano's shall have entered into an arms length market-rate commercial lease with a term of not less than 10 years and have provided the City with a fully executed copy of said lease and any and all addenda and riders; and

(c) the Grocery Store Project is fully fixtured and shall have been open to the general public for at least one (1) day.

In the event the Payment Date falls on a Saturday, Sunday or holiday, the Payment Date shall advance to the next calendar day which is not a Saturday, Sunday or holiday.

(2) The City shall pay to the Developer the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS ($625,000.00) on the 180th calendar day following the actual Payment Date, pursuant to Section 2.2(A)(1) above (the "Second Payment Date") provided the Grocery Store Project is fully operational and open to the general public on the Second Payment Date. In the event the Second Payment Date falls on a Saturday, Sunday or holiday, the Second Payment Date shall be advanced to the next calendar day which is not a Saturday, Sunday or holiday.

B. In the event a claim is made against the Developer, its directors, members, shareholders, officers, officials, agents and employees or any of them, or if the Developer, its directors, members, shareholders, officers, officials, agents and employees or any of them (the "Developer Indemnified Party" or "Developer Indemnified Parties"), is made a party-defendant in any proceeding arising out of or in connection with the City's duties, obligations and responsibilities under the terms of this Agreement [but specifically excluding any claim or cause of action concerning the closing on the Property and subsequent construction and operation of the Grocery Store Project], to the extent permitted by law, the City shall indemnify, defend and hold harmless the Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the City shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Developer Indemnified Parties, or any of them, as the case may be, provided that neither the Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

C. Developer hereby covenants and agrees that no recourse under or upon any obligation or agreement contained herein or for any claim based thereon shall be had against the

City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the City to be paid at law or in equity shall attach to or shall be incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sum agreed by the City to be paid hereunder, subject to the terms and conditions contained herein, and any such excess rights or claims against the City, its officers, agents, attorneys, representatives, or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

ARTICLE III.
AUTHORITY

3.1 **Powers.**

A. The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

B. The Developer hereby represents and warrants to the City that the Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and

binding obligation of the Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

3.2 **Authorized Parties**. Except in cases where the approval or authorization of the City's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Administrator or her designee and for the Developer by any manager of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE IV.
GENERAL PROVISIONS

4.1 **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.

4.2 **Mutual Assistance.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the City, 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 such terms, provisions and intent.

Provided the Developer is in compliance with this Agreement, the City agrees that it shall not revoke or amend the Redevelopment Plan and Project, the TIF Ordinances or this Agreement if such revocation or amendment would prevent the development of the Grocery Store Project in accordance with this Agreement. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Grocery Store Project.

4.3 **Force Majeure.** For the purposes of this Agreement, neither the Developer nor the City shall be considered to be in breach of any of its obligations hereunder if said Party is unable to acquire any property which, by the terms of this Agreement, said Party was required to acquire. "Force Majeure Delays" means delays in the construction caused by any one or combination of the following, which are beyond the reasonable control of and/or without the fault of the Party relying thereon, destruction by fire or other casualty, or performance is prevented by strike or other labor troubles, other than those caused by Developer, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material not attributable to any action or conduct of Developer, extreme adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the City's responsibilities, and any other extraordinary events or conditions beyond the reasonable control of the Developer or the City which, in fact, unreasonably interferes with the ability of the Developer or the City to discharge its respective obligations hereunder. Force Majeure Delay shall not include: (1) economic hardship or impracticability of performance (except as may be provided herein), (2) commercial or economic frustration of purpose (except as may be

provided herein), or (3) a failure of performance by a contractor (except as caused by events which are Force Majeure Delay as to the contractor).

In each case where a Party hereto believes its performance of any specific obligation, duty or covenant is delayed or impaired by reason of an event of Force Majeure Delay, the Party claiming the benefit of this Section 4.3 shall notify the other Party of the nature of the event claimed to constitute Force Majeure Delay and, specifically, the obligation, duty or covenant which it believes is delayed or impaired by reason of the designated event. Notification shall be provided in accordance with Section 4.11 hereof. Performance of the obligation, duty or covenant impaired by reason of the designated event shall be tolled for that period of time reasonably necessary to remove or otherwise cure the impediment to performance and the Party relying on the event of Force Majeure Delay shall be obligated to pursue such remedy or cure with reasonable diligence given the nature of the impairment, to the extent the same may be reasonably cured. In no case shall an event of Force Majeure Delay toll the performance of any obligation, duty or covenant not directly implicated in the claimed event of Force Majeure Delay. Further, nothing herein shall be deemed to preclude the right of the Party entitled, by the terms of this Agreement, to receive the performance of any obligation, duty or covenant to challenge the validity of a claimed event of Force Majeure Delay.

4.4 **Breach**. A Party shall be deemed to be in breach 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 after the expiration of the any cure period applicable thereto.

4.5 **Cure of Breach**. Except as otherwise provided herein and in case of defaults in the failure to make monetary payments due hereunder, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 4.4 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to 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 sixty (60) days of the receipt of such notice. The prosecution of the conduct necessary to remedy the alleged breach must be diligently pursued until the cure is perfected. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 4.3 hereof but the tolling of the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. In addition, a non-defaulting Party may recover actual, but not consequential damages, directly and proximately relating to the defaulting Party's failure to perform the terms hereof. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 4.5 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 nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity.

4.6 **Amendment**. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the City approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. In the event of the failure of either Party to make monetary payments hereunder, the cure period shall be ten (10) days after notice as provided herein and any late payment(s) shall bear interest at the rate of five percent (5%) per annum from the day that said payment(s) is/are due.

4.7 **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 agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

4.8 **Severability**. If any provisions, covenants, 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 or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

4.9 **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

4.10 **Illinois Law**. This Agreement shall be construed in accordance with the laws of the State of Illinois.

4.11 **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 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 the same 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) two (2) business days after deposit in the mail, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered mail.

If to the City:

City of Elmhurst
Attn: City Manager
209 N. York Street
Elmhurst, Illinois 60126
Fax No. (630) 530-3014

with a copy to:

Donald J. Storino, Esq.
Storino Ramello & Durkin
9501 West Devon Avenue, 8th Floor
Rosemont, Illinois 60018
Fax No. (847) 318-9509

If to the Developer:

Dean Kelley
York Street Ventures LLC
2250 Southwind Blvd.
Bartlett, Illinois 60103

with a copy to:

George D. Maurides
Maurides, Foley, Tabangay and Turner, LLC
33 N. LaSalle Street, Suite 1910
Chicago, Illinois 60602
Fax No. (312) 332-5666

4.12 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

4.13 **Term of Agreement; Extension of Term of TIF.** The term ("Term") of this Agreement shall commence on the date first above written and continue for a period of twenty (20) years. In the event the City pursues and receives an extension of the term of the Redevelopment Project Area and associated tax increment allocation financing, the Developer shall have no additional rights under the terms and provisions of this Agreement and this Agreement shall terminate upon expiration of the Term. Notwithstanding the foregoing or anything contained herein to the contrary, this Agreement, and all City obligations herein shall be null and void if a permanent certificate of occupancy is not issued for the Grocery Store Project prior to December 31 2013, subject to any Force Majeure Delay extensions.

4.14 **Good Faith and Fair Dealing.** City and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

4.15 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

4.16 **Recording.** The Parties agree to record a memorandum of this Agreement with the DuPage County Recorder of Deeds.

4.17 **Covenants Run with the Land/Successors and Assigns.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such

covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement.

This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the City and successor municipalities.

4.18 **Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

4.19 **Right to Enjoin.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

4.20 **Partial Funding.** Except as otherwise set for in this Agreement, the Developer acknowledges and agrees that the economic assistance to be received by the Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Grocery Store Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of the Developer. The Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by the Developer, provided the Developer complies with the terms and provisions set forth in this Agreement. The Developer further acknowledges and agrees that the City is not a joint developer or joint venturer with the Developer and the City is in no way responsible for completion of any portion of the Grocery Store Project.

4.21 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorney's fees, in addition to whatever other relief the prevailing party may be entitled.

4.22 **No Joint Venture, Agency or Partnership Created.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

4.23 **Waiver.** Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

4.24 **No Personal Liability of Officials of Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor, City Council Member, City Manager, any official, officer, partner, member, director, agent, employee or attorney of the City or Developer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the City or Developer shall be liable under this Agreement or be subject to any personal liability or accountability by person of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

4.45 **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

4.26 **Estoppel Certificates.** Each of the parties hereto agree to provide the other, upon not less than ten (10) business days prior request, a certificate ("*Estoppel Certificate*") certifying that this Agreement is in full force and effect (unless such is not the case, in which case such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

4.27 **Municipal Limitations.** All municipal commitments are limited to the extent required by law.

4.28 **Effectiveness.** The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted City ordinance authorizing the execution and adoption of this Agreement. Developer shall execute this Agreement not later than twenty-one (21) days after City Council authorization of execution of this Agreement or else this Agreement will be deemed void.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF ELMHURST,
an Illinois Municipal Corporation

By: _____
Mayor

ATTEST:

Patty Spencer
City Clerk

YORK STREET VENTURES LLC

By: _____
Managing Member

EXHIBIT A

Legal Description of Redevelopment Project Area

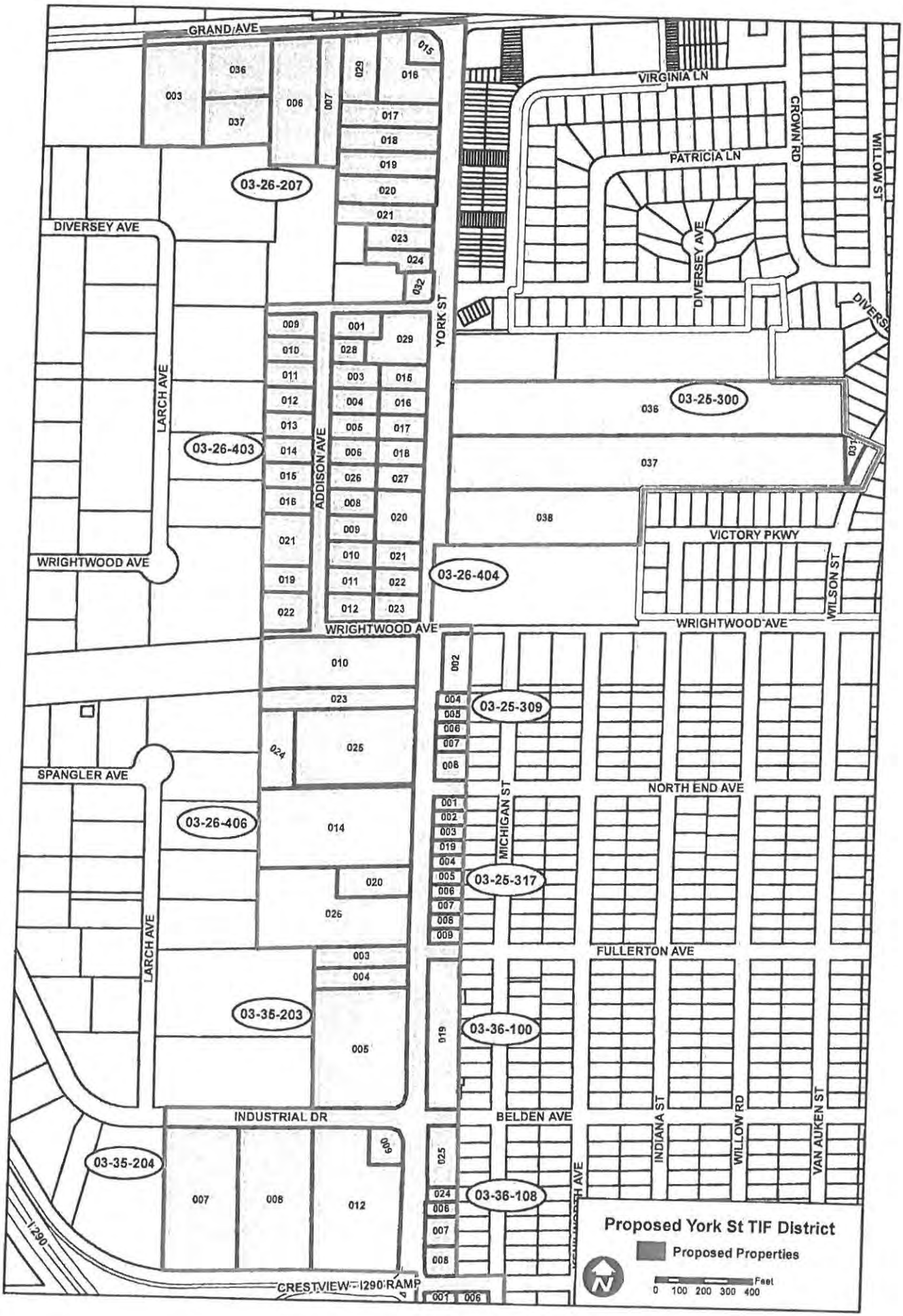
That part of Sections 25, 26, 35 and 36 of Township 40 North, Range 11, East of the Third Principal Meridian and Sections 1 and 2 of Township 39 North, Range 11, East of the Third Principal Meridian described as commencing at the intersection of the Northerly corporate boundary of Elmhurst, said Northerly boundary being the centerline of Grand Avenue, with the Westerly lot line, extended north, of Lot 75 in Elmhurst Industrial Park Unit No. 2, recorded as Document R65-24614 on July 9, 1965, for a place of beginning, thence Easterly along said centerline of Grand Avenue to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way line to the North line of Lot 2 of York Gardens, recorded as Document 456519 on December 3, 1943, thence Easterly along said North lot line to the East line of said Lot 2, thence Southerly along said East line to the Northwest corner of Lot 11 in Block 3 of Country Club Highlands Subdivision Unit 3, recorded as Document 877616 on April 25, 1958, thence Southeasterly along the Northerly line of said Lot 11, extended, to the Easterly right-of-way line of Wilson Street, thence Southwesterly along said Easterly right-of-way line to its intersection with the North line, extended Easterly, of Lots 12 through 24, inclusive, in Block 3 of said Country Club Highlands Subdivision Unit 3, thence Westerly along said North line to the West Line of said Lot 24, thence Southerly along said West line, extended, to the South line of Lot 4 in said York Gardens, thence Westerly along said South line to the Easterly right-of-way line of York Street, thence Southerly along said Easterly right-of-way to the South lot line of York Meadows Condominiums, recorded as Document R80-05482 on January 22, 1980, thence Easterly along said South lot line to the East lot line, extended Northerly, of Lot 20 in Block 12 of H.O. Stone and Co.'s Elmhurst Addition, recorded as Document 161539 on December 20, 1922, thence Southerly along said East lot line, extended, to the South lot line of Lot 10 in Block 37 of said H.O. Stone and Co.'s Elmhurst Addition, said South lot line being the North right-of-way of Crestview Avenue, thence Easterly along said North right-of-way line to the East right-of-way line of Michigan Street, thence Southerly along said East right-of-way line to the South lot line of Lot 15 in Block 54 of said H.O. Stone and Co.'s Elmhurst Addition, thence generally Westerly along the Northerly right-of-way line of Interstate 290 to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the East right-of-way line, extended Northerly, of Elmcrest Avenue, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 5 in Block 1 of Robertson's Addition to Elmhurst, recorded as Document 92032 on October 30, 1907, thence Westerly along said North lot line to the East right-of-way line of York Street, thence Southerly along said East right-of-way line 300 feet, thence Easterly 155 feet, thence Northerly 50 feet to the North line of Lot 7 in Block 1 of said Robertson's Addition to Elmhurst, thence Easterly along said lot line, extended, to the East right-of-way line of Elmcrest Avenue, thence Southerly along said East right-of-way line and right-of-way line extended, to the South right-of-way line of Fremont Avenue, thence Westerly along said South right-of-way line 120 feet to the west line of the east 25 feet of lot 2 in Owners division of Block 2 of Robertsons Addition to Elmhurst, recorded as Document 258941

on June 4, 1928, thence Southerly along said west line 150 feet to the south line of lot 2, , thence Easterly along said line 25 feet to the southeast corner of lot 2, thence Southerly 90 feet along the west line of the east 50 feet of lot 5 to a point on the North line of Robertson's Second Addition to Elmhurst, recorded as Document 95683 on January 20, 1909, said point being 250 feet East of the Northwest corner of said Robertson's Second Addition to Elmhurst, thence Westerly along said North line to the East line of Lot 49 in said Robertson's Second Addition to Elmhurst, thence Southerly along said East lot line, extended, to the North line of Paul J. Lowe Resubdivision, recorded as Document R96-024157 on February 14, 1996, thence Westerly 42 feet to the northwest corner of lot 1, thence Southerly along the west line 165 feet to the south west corner lot 1, thence Easterly along south line 92 feet in said Paul J. Lowe Resubdivision to the East line of Lot 26 in said Robertson's Second Addition to Elmhurst, thence Southerly along said lot line 50 feet to the North line of the Resubdivision of Robertson's Second Addition to Elmhurst, recorded as Document 111786 on April 23, 1913, thence Westerly along said North line to the West line of Lot 11 in said Resubdivision, thence Southerly along said West line to the North right-of-way line of Columbia Avenue, thence Southeasterly to the Northwest corner of Lot 7 in said Resubdivision, thence Southerly 296.75 feet along the West line of Lots 7 and 8 in said Resubdivision, thence Southeasterly 38.83 feet to a point on the Northerly right-of-way line of North Avenue, said point being 22 feet Easterly of the Southwest corner of said Lot 8, thence Southeasterly to the Northwest corner of Lot 30 in Block 1 of Fairview Addition to Elmhurst, recorded as Document 110851 on February 7, 1913, thence Southerly along the West line of Lots 30 and 29 in said Block 1 to the South line, extended Easterly, of Lot 2 in said Block 1 of Fairview Addition, thence Westerly along said South line, and South line extended, to the East right-of-way line of York Street, thence Southerly along said East right-of-way line to the North line, extended Easterly, of Lot 25 in Hahn's Subdivision, recorded as Document 47483 on December 8, 1891, thence Westerly along said North lot line, extended, to the West line, extended Southerly, of Lot 16 in said Hahn's Subdivision, thence Northerly along said West lot line to the South right-of-way line of Hahn Street, thence Westerly along said South right-of-way line, extended, to the West right-of-way line of Addison Avenue, thence Northerly along said West right-of-way line to the Northerly right-of-way line of North Avenue, thence Easterly along said North right-of-way to the West line of Lot 7 in Block 1 of Albert D. Graue's Subdivision of North Elmhurst, recorded as Document 86803 on February 23, 1906, thence Northerly along said West line of Lot 7, extended, to the South right-of-way line of Fremont Avenue, thence Northwesterly to the Southwest corner of Lot 9 in North Elmhurst Third Addition to the Village of Elmhurst, recorded as Document 97862 on August 9, 1909, thence Northerly along the west line of Lots 9 and 8 of said North Elmhurst Third Addition to the Southwest corner of Lot 5 of "County Clerk's Assessment Division of Lots 1 and 2 of the Plat of North Elmhurst Third Addition to the Village of Elmhurst", recorded as Document 233179 on April 8, 1927, thence Northerly along the West line, and West line extended, of Lots 1 through 5, inclusive, in said County Clerk's Assessment Division to the Northerly right-of-way line of Lake Street, thence Southeasterly along said Northerly right-of-way line to the West right-of-way line of York Street, thence Northerly along said West right-of-way line to the South line of Elmhurst Industrial Park Unit No. 1, recorded as Document R65-2240 on January 22, 1965, thence Westerly along said South line to the West line of Lot 7 in said Elmhurst Industrial Park Unit No. 1, thence Northerly

along said West lot line, extended, to the North right-of-way line of Industrial Drive, thence Easterly along said right-of-way line to the East line of Lot 31 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along the East line of Lots 31 and 27 in said Elmhurst Industrial Park Unit No. 1 to the North line of said Lot 27, thence Westerly along said North line to the East line of Lot 26 in said Elmhurst Industrial Park Unit No. 1, thence Northerly along said East line, extended, to the Northeast corner of Lot 22 in said Elmhurst Industrial Park Unit No. 1, thence Northerly to the Southwest corner of York Grand Estates Unit Number One, recorded as Document 426473 on July 23, 1941, thence Northerly along the West line of said York Grand Estates Unit Number One, extended, to the Southwest corner of Lot 2 of Klefstad's Elmhurst Subdivision, recorded as Document R93-172175 on August 4, 1993, thence Easterly 266.01 feet to the Southeast corner of said Lot 2, thence continuing Easterly 292.27 feet along the South line of Lot 23 in Addison Township Supervisors Assessment Plat No.5, recorded as Document 465944 on August 9, 1944, thence Northerly to a point on the South line of Peter's 2nd Subdivision, recorded as Document R69-11385 on March 18, 1969, thence Westerly along said South line 33 feet, thence Northerly 33.75 feet, thence Westerly 134.35 feet to the Southwest corner of said Peter's 2nd Subdivision, thence Northerly along the West line of said Subdivision 161.76 feet to the North Line of Peter's Subdivision, recorded as Document R68-41940 on September 11, 1968, thence Westerly along said North line 124.78 feet to the East line of said Lot 2 in said Klefstad's Elmhurst Subdivision, thence Northerly along said East line of Lot 2 233.96 feet to the Northeast corner of said Lot, thence West along the North line 277.13 feet to the most Westerly East line of Lot 1, thence North along the East line to the Northwest corner of Lot 1, thence West along the North line 275 feet to the Southeast corner of Lot 75 in said Elmhurst Industrial Park Unit No. 2, thence Westerly on the South line to the Southwest corner of said Lot 75, thence Northerly along the West line, and West line extended, of said Lot 75 to the place of beginning, all in DuPage County, Illinois.

EXHIBIT A-1

Map of Redevelopment Project Area


GRAND AVE
VIRGINIA LN
PATRICIA LN
CROWN RD
WILLOW ST
DIVERSEY AVE
DIVERSEY AVE
DIVERSEY AVE
YORK ST
LARCH AVE
ADDISON AVE
WRIGHTWOOD AVE
WRIGHTWOOD AVE
WRIGHTWOOD AVE
VICTORY PKWY
WILSON ST
SPANGLER AVE
LARCH AVE
MICHIGAN ST
NORTH END AVE
FULLERTON AVE
INDUSTRIAL DR
BELDEN AVE
INDIANA ST
WILLOW RD
VAN AUKEN ST
CRESTVIEW - I290 RAMP
I290
03-26-207
03-26-403
03-26-404
03-26-406
03-25-300
03-25-309
03-25-317
03-35-203
03-35-204
03-36-100
03-36-108
Proposed York St TIF District
Proposed Properties
Feet
0 100 200 300 400

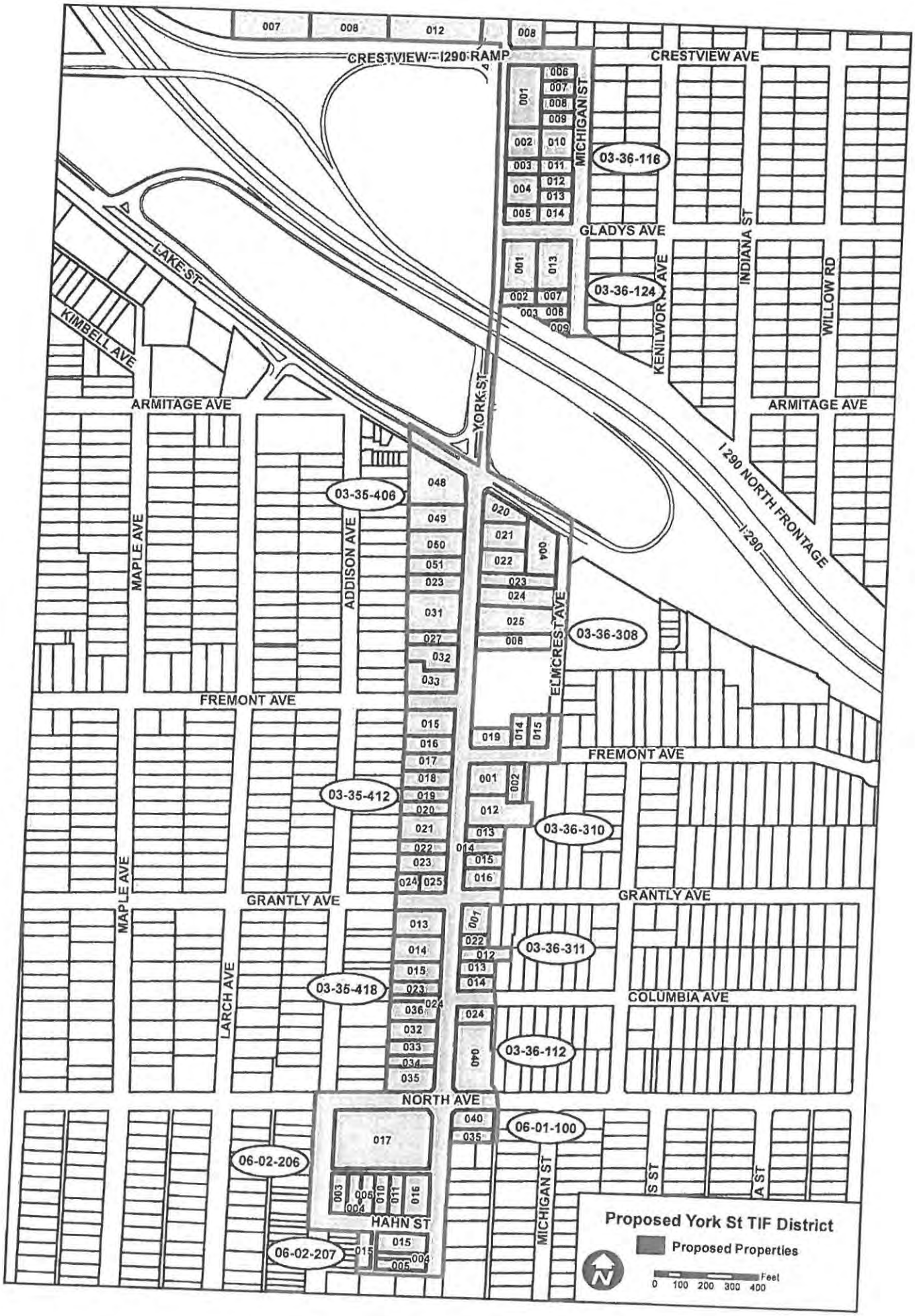

CRESTVIEW - I290 RAMP
CRESTVIEW AVE
MICHIGAN ST
03-36-116
GLADYS AVE
INDIANA ST
KENILWORTH AVE
03-36-124
WILLOW RD
LAKE ST
KIMBELL AVE
ARMITAGE AVE
YORK ST
I 290 NORTH FRONTAGE
I-290
03-35-406
MAPLE AVE
ADDISON AVE
ELMCREST AVE
03-36-308
FREMONT AVE
03-35-412
03-36-310
GRANTLY AVE
03-36-311
03-35-418
LARCH AVE
COLUMBIA AVE
03-36-112
NORTH AVE
06-01-100
06-02-206
HAHN ST
06-02-207
S ST
A ST
Proposed York St TIF District
Proposed Properties
Feet
0 100 200 300 400

EXHIBIT B

Legal Description of Property

LEGALLY DESCRIBED AS FOLLOWS:

PARCEL 1: A TRACT OF LAND COMPRISED OF PART OF THE SOUTHEAST QUARTER OF SECTION 26, PART OF THE NORTHEAST QUARTER OF SECTION 35, ALL OF LOT 1 AND PART OF LOT 2 IN ELMHURST INDUSTRIAL PARK UNIT NUMBER ONE, BEING A SUBDIVISION IN SECTIONS 26 AND 35, ALL IN TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE PERIMETER OF SAID TRACT BEING DESCRIBED AS: BEGINNING AT A POINT IN THE EAST LINE OF LOT 2, AFORESAID, 60 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 40 MINUTES 15 SECONDS WEST 402.06 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 45 SECONDS WEST 8.90 FEET; THENCE SOUTH 62 DEGREES 11 MINUTES 40 SECONDS WEST 28.18 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, AFORESAID, 48.0 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS WEST 337.91 FEET TO THE SOUTHWEST CORNER OF LOT 2, AFORESAID; THENCE NORTH 00 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF LOTS 1 AND 2, AFORESAID, AND A NORTHERLY EXTENSION THEREOF, 654.79 FEET TO A POINT 26.40 FEET NORTH 0 DEGREES 20 MINUTES 00 SECONDS WEST OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, AFORESAID; THENCE NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, AFORESAID, 382.89 FEET TO THE WEST LINE OF YORK ROAD; THENCE SOUTH 0 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF YOUR ROAD 602.59 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 1 IN GULF OIL CORPORATION SUBDIVISION OF PART OF LOT 3 IN ELMHURST INDUSTRIAL PARK UNIT NUMBER ONE, A SUBDIVISION OF PART OF SECTIONS 26 AND 35, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID GULF OIL CORPORATION SUBDIVISION RECORDED DECEMBER 31, 1968 AS DOCUMENT NUMBER R68-80423, IN DU PAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 (SAID NORTHEAST CORNER BEING THE INTERSECTION OF THE WEST LINE OF YORK ROAD AND THE SOUTH LINE OF INDUSTRIAL DRIVE); RUNNING THENCE SOUTH 0 DEGREES 20 MINUTES EAST ALONG THE EAST LINE OF SAID LOT 1 (WEST LINE OF YORK ROAD), 23.81 FEET TO AN ANGLE POINT; THENCE SOUTH 7 DEGREES 17 MINUTES WEST ALONG SAID EAST LINE (WEST LINE OF YORK ROAD), 60.18 FEET TO AN ANGLE POINT; THENCE SOUTH 1 DEGREE 38 MINUTES WEST ALONG SAID EAST LINE (WEST LINE OF YORK ROAD), 68.78 FEET TO A POINT ON A LINE WHICH IS 150.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 40 MINUTES WEST ON SAID PARALLEL LINE 139.77 FEET TO A POINT ON A LINE WHICH IS 220.85 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID LOT 3 IN ELMHURST INDUSTRIAL PARK UNIT NUMBER ONE, REFERRED TO ABOVE; THENCE NORTH 0 DEGREES 20 MINUTES WET ON SAID PARALLEL LINE 150.0 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 (SOUTH LINE OF INDUSTRIAL DRIVE); THENCE NORTH 89 DEGREES 40 MINUTES EAST ON SAID NORTH LINE (SOUTH LINE OF INDUSTRIAL DRIVE), 150 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION TAKEN FOR ROAD PURPOSES DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH 150.0 FEET, AS MEASURED ON THE WEST LINE (EXCEPT THAT WEST 219.85 FEET THEREOF) OF LOT 3 ELMHURST INDUSTRIAL PARK UNIT NUMBER ONE BEING A SUBDIVISION IN SECTION 26, AND 35, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 22, 1965 AS DOCUMENT R65-2240, IN DU PAGE COUNTY, ILLINOIS; COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3 FOR A POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 65.0 FEET TO A POINT; THENCE EASTERLY ALONG A LINE, TURNING AN ANGLE OF 161 DEGREES 04 MINUTES 31 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE, A DISTANCE OF 37.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE TURNING AN ANGLE OF 46 DEGREES 25 MINUTES 08 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 41.82 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE TURNING AN ANGLE OF 23 DEGREES 27 MINUETS 53 SECONDS TO THE RIGHT OF THE LAST DESCRIBED LINE EXTENDED A DISTANCE OF 100.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 68.78 FEET TO A POINT ON SAID EAST LINE; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF LOT 3 A DISTANCE OF 60.18 FEET TO A POINT; THENCE NORTHERLY ALONG SAID EAST LINE OF LOT 3 A DISTANCE OF 23.81 FEET TO THE POINT OF BEGINNING, EXCEPTING THE NORTH 20.0 FEET OF LOT 3 FOR DRAINAGE EASEMENT, IN DU PAGE COUNTY, ILLINOIS.

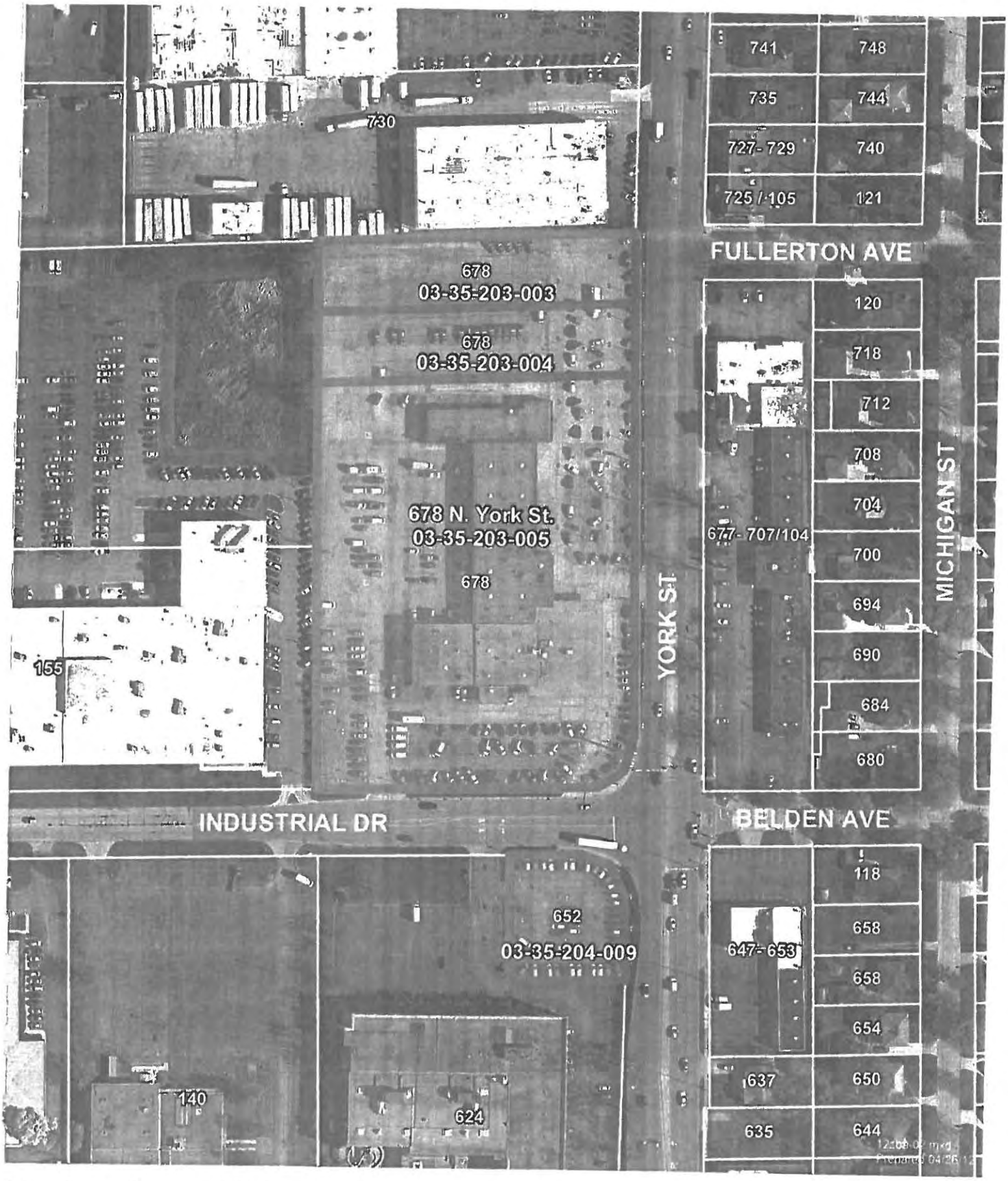
PARCEL 1 CONTAINING 251,422 SQ. FT. OR 5.7719 ACRES
PARCEL 2 CONTAINING 19,982 SQ. FT. OR 0.4587 ACRES

THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN SCHEDULE A OF TITLE INSURANCE COMMITMENT NUMBER 1410 0801121190 HL BEARING AN EFFECTIVE DATE OF AUGUST 9, 2011 AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY

THE SUBJECT PROPERTY ADJOINS N. YORK ROAD (A PUBLIC STREET) ON THE EAST AND ADJOINS INDUSTRIAL DRIVE (A PUBLIC STREET) BETWEEN PARCELS. DIRECT ACCESS IS PROVIDED VIA THE AFOREMENTIONED STREETS.

EXHIBIT B-1

Map of Property



Zoning Case 12 ZBA-02
Mariano's Setback Variation

Subject Site

0 25 50 100 150 200 Feet

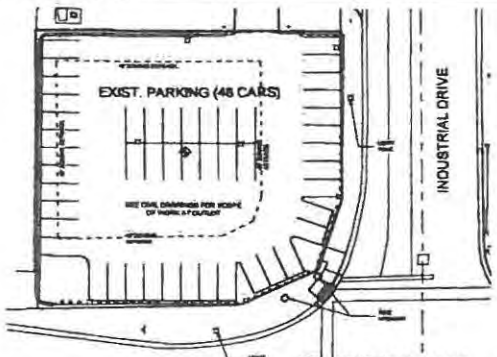
2010 Aerial Photo.
2011 Tax Parcels provided by DuPage County.
Tax parcels are for assessment purposes only.
No guarantee of accuracy should be assumed.

EXHIBIT C

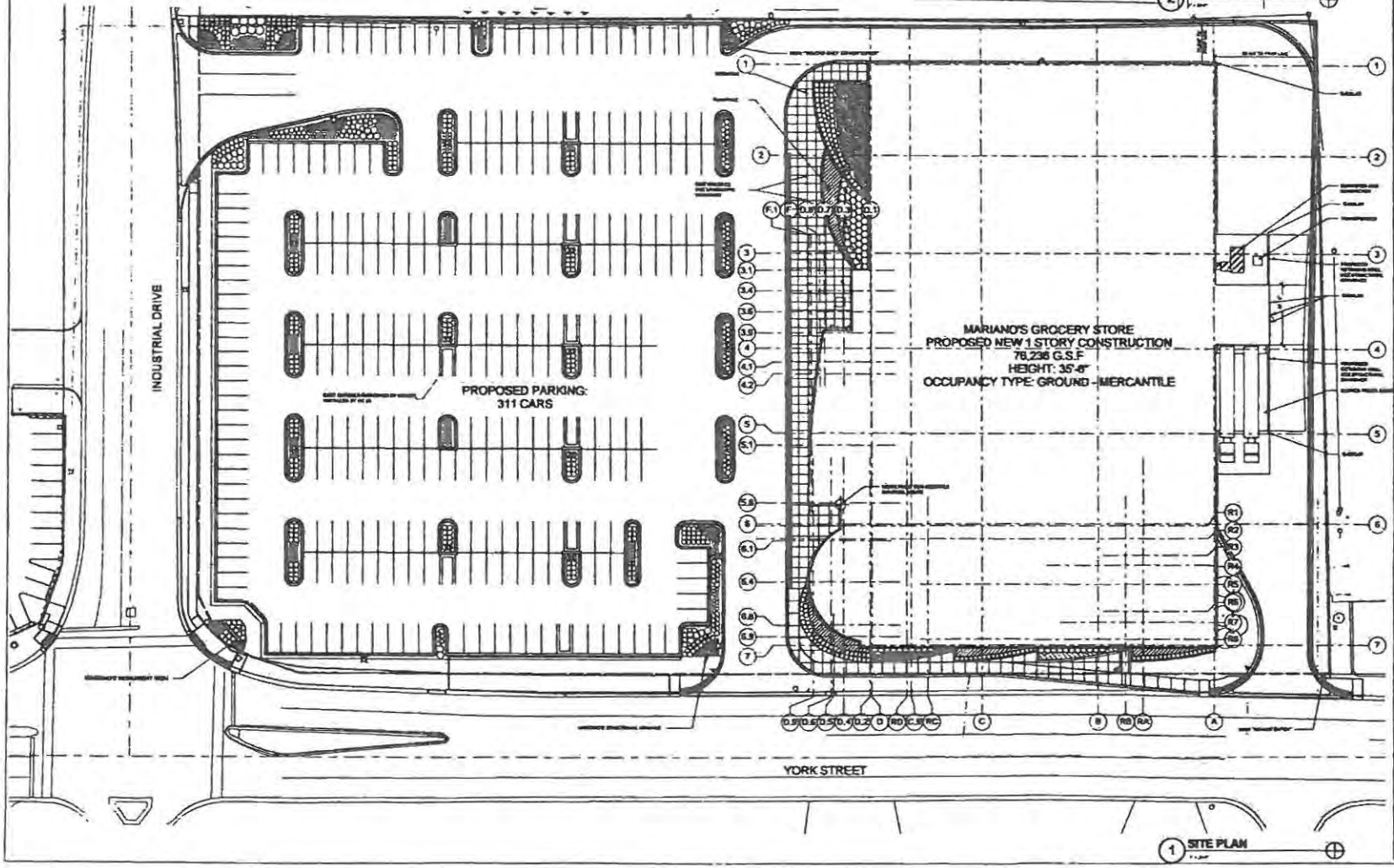
Site Plan

SITE PLAN NOTES

1. SEE A0.60 FOR BUILDING POSITION ON PROPERTY.
2. SEE CIVIL DRAWINGS FOR CURBS AND GRADING INFORMATION AND SITE DIMENSIONS.
3. SEE LANDSCAPE DRAWINGS FOR PLANTING SCOPE.



2 PARKING LOT PLAN



1 SITE PLAN

Solomon Cordwell Buenz

MARIANO'S FRESH MARKET

SITE PLAN

A1.01

EXHIBIT D

Redevelopment Project Costs

Eligible Costs*:

1.	Land Acquisition	$5,375.000
2.	Demolition	100,000
3.	Environmental	100,000
4.	Off Site Improvements	100,000
	TOTAL	$5,675,000

*Partial List

EXHIBIT E

Form of a Tax Increment
Financing Requisition Certificate

TO: CITY OF ELMHURST, ILLINOIS

FROM: YORK STREET VENTURES, LLC

SUBJECT: CITY OF ELMHURST TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT (MARIANO'S PROJECT)

This represents Requisition Certificate No. _____ in the total amount of $_____ for payment of costs of the Grocery Store Project.

The undersigned does certify that:

1. All of the expenditures for which moneys are requested hereby represent proper costs of the Grocery Store Project, have not been included in a previous Requisition Certificate and have been properly recorded on the City's books.

2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse _____ for funds actually advanced for costs of the Grocery Store Project. The moneys requested do not include retention or other moneys not yet due or earned under construction contracts.

3. After payment of moneys hereby requested, there is anticipated to remain available, or expected to become available, to the City (from the _____ Fund) sufficient funds to complete the Grocery Store Project substantially in accordance with the plans and specifications therefor.

4. All of the payment herein requested from the _____ Fund have been used or are being used by the Developer for eligible tax increment financing costs of the Grocery Store Project first incurred on or after _____.

Executed this _____ day of _____, _____.

YORK STREET VENTURES, LLC,
_____, Illinois

By:_____
Its Managing Member

Approved:

City of _____

By:_____
Its:_____

Acknowledged:

_____,
as City Financial Advisor

By:_____
Its:_____

SCHEDULE TO REQUISITION CERTIFICATE NO. _____

PAYEE	AMOUNT	PURPOSE

CITY OF ELMHURST

209 NORTH YORK STREET
ELMHURST, ILLINOIS 60126-2759
(630) 530-3000
www.elmhurst.org

PETER "PETE" DICIANNI
MAYOR
PATTY SPENCER
CITY CLERK
DAVID DYER
CITY TREASURER
JAMES A. GRABOWSKI
CITY MANAGER

MINUTES OF JOINT REVIEW BOARD (JRB) MEETING
FOR THE PROPOSED CITY OF ELMHURST NORTH YORK STREET TIF DISTRICT
July 2, 2012
5:00 P.M. – Elmhurst City Council Chambers

Call to Order
Alderman Steve Morley called the meeting to order at 5:08 p.m.

Introduction of Representatives
The following members were in attendance and introduced themselves

Representative	Member
Michael Mariani	York Township
Kathryn Cermak-Durante	Addison Township
Jim Collins	Comm. Unit School District 205 (CUSD 205)
Steve Morley	City of Elmhurst
Jim Rogers	Elmhurst Park District (EPD)
Paul Hoss	DuPage County

Others Present: Robert Rychlicki and Charles Biondo, Kane, McKenna and Associates; Brian Baugh, Attorney for the City of Elmhurst.

Selection of Public Member
A motion was made by Steve Morley (City of Elmhurst) and seconded by Paul Hoss (DuPage County) to nominate Kurt Warnke as the public member. With no discussion, the motion was approved unanimously by voice vote. Following the vote, Kurt Warnke gave a brief overview of his background.

Selection of Chairperson
A motion was made by Paul Hoss and seconded by Kurt Warnke to nominate Steve Morley as the JRB Chairperson. With no discussion, the motion was approved unanimously by voice vote.

Review of Joint Review Board Procedures and Duties
Robert Rychlicki of Kane, McKenna and Associates, Inc. presented an overview of the procedures, responsibilities and timing of the JRB per state statutes in regards to the implementation of a TIF District. He noted that the JRB is responsible for reviewing the redevelopment plan and project for the proposed redevelopment project area (RPA) and to determine if the RPA meets the

ATTACHMENT H
(TIF IV)

criteria to be designated as a TIF District. Mr. Rychlicki also explained the JRB reporting options to the Elmhurst City Council of their findings and that the City Council has the authority to approve the TIF District.

TIF Plan and TIF Eligibility Criteria – Review

Mr. Rychlicki reviewed the proposed North York TIF plan and eligibility report and stated that the RPA qualifies as a conservation area. He explained that to be designated as a conservation area, 50% or more the structures located within the RPA have to be 35 years of age or older and that at least three (3) of thirteen (13) qualification factors must be present. Mr. Rychlicki noted that 68% of the structures within the North York RPA were found to be 35 years old or older and that six of the factors were present. The six factors noted as present within the RPA include obsolescence, deterioration, excessive vacancies, deleterious land use or layout, lack of community planning and lag in equalized assessed valuation (EAV). Mr. Rychlicki provided a brief overview of the six factors in addition to reviewing the boundary map of the North York RPA. He also provided a summary of the redevelopment plan and noted that the plan identifies the boundaries of the RPA with a map and legal description, it summarizes the City's goals and objectives for redevelopment, it provides an estimate of redevelopment costs and it provides an estimate of the beginning and ending EAV. The next steps for the North York TIF process were also noted by Mr. Rychlicki and include the JRB consideration of the plan and eligibility factors, the Public Hearing on August 6th and the City Council consideration of the TIF Ordinances after a 14 day waiting period. (See attached power point presentation provided to the JRB by Mr. Rychlicki regarding the review of the TIF Plan and eligibility criteria).

Review of Draft TIF Ordinances

The three Ordinances approving the redevelopment plan and project, designating the RPA and adopting tax increment financing were briefly reviewed by Brian Baugh, Attorney for the City of Elmhurst. Based on the question from Mr. Morley on what the JRB approves, Attorney Baugh responded that the City Council is responsible for approving the Ordinances not the JRB. Mr. Morley asked if there were any other questions on the Ordinances and there were none.

Questions/Comments (Chairperson)

Chairperson Morley asked if there were any comments or questions from the JRB. Mr. Collins (CUSD 205) stated that the TIF District will have the greatest impact on CUSD 205 since 70% of the tax bill is for the School District that currently serves 8,000 school children and will serve another 8,000 children during the term of the TIF District. Mr. Collins moved to delay the vote of the JRB since the Ordinances were only distributed last Friday and that the City, School and Park Districts met last Thursday, and again this morning on a revenue sharing agreement that has not been approved. Mr. Rogers (EPD) concurred with the School District request stating that more time was needed. Mr. Morley noted that a revenue sharing agreement falls outside of the requirements of the JRB meeting and asked Attorney Baugh what are the responsibilities of the JRB. Attorney Baugh reviewed the JRB duties and responsibilities noting that the JRB is

responsible for reviewing the redevelopment plan and project including the qualification report and to determine if the RPA meets the eligibility criteria as defined in the TIF Act. Ms. Cermak-Durante (Addison Township) stated that the JRB should approve it tonight since many of the members are present and it is difficult to get everyone together due to busy schedules. Mr. Mariani (York Township) agreed stating he was ready to vote tonight. Mr. Collins commented on how important this issue is and that the time should be made available to deal with it appropriately. Mr. Morley opened the meeting for public comments. Terry Pastika from the Citizens Advocacy Center agreed that the request should be delayed, asked why the properties south of North Avenue were included, how this affects the 2004 Intergovernmental Agreement and was shocked on the lack of information going to the School and Park Districts. Tamara Brenner noted that the JRB has up to 30 days to decide and asked how the Plan will affect the School and Park Districts.

Consideration of JRB Recommendations to City Council Regarding the Designation of the North York Street TIF District (Chairperson)

The procedures on how to continue the JRB meeting to a later date were briefly discussed. Following that discussion, a motion was made by Mr. Collins, and seconded by Mr. Rogers, to continue the JRB meeting until July 19, 2012 at 5:00 p.m. The motion was denied by a roll call vote of 3 yes and 4 no votes (Yes – Collins, Rogers and Morley; No – Hoss, Warnke, Cermak-Durante and Mariani). Mr. Hoss noted that as presented, the redevelopment plan and project in addition to the eligibility criteria meet the statutory requirements for a TIF District and that an intergovernmental agreement is not part of the responsibilities of the JRB. He also stated that based on some of the comments made during the meeting, he was confident that the City would continue to work with the other taxing bodies on an intergovernmental agreement for revenue sharing. A motion was then made by Mr. Mariani and seconded by Ms. Cermak-Duante to approve the resolution recommending the City Council approve the North York Street TIF District. The motion was approved by roll call vote of 5 yes, 1 no and 1 present (Yes – Mariani, Cermak-Durante, Morley, Warnke and Hoss; No – Rogers; Present – Collins).

Review of Timetable and Next Steps

Chairperson Morley briefly reviewed the timetable provided earlier noting that the Public Hearing will be held on August 6, 2012 at 7:30 p.m. in the City Council Chambers.

Adjournment

A motion by Mr. Hoss and seconded by Mr. Mariani to adjourn the meeting of the JRB of the Proposed North York TIF was unanimously approved by voice vote.

Meeting adjourned: 6:30 P.M.
Submitted by: Thomas W. Trosien, Assistant Director of Finance

City of Elmhurst Proposed North York Street TIF District

Joint Review Board Meeting
July 2, 2012

City of Elmhurst Proposed North York Street TIF District

The TIF Act requires a municipality to first demonstrate that 50% or more of the structures in the TIF are 35 years of age or older and then to identify three (3) or more qualification factors included in the next chart are present prior to a proposed TIF designation as a conservation area.

TIF Qualification Factors Included in the TIF Act For a Conservation Area (in addition to age)

1) Dilapidation
2) Obsolescence
3) Deterioration
4) Presence of structures below code
5) Illegal uses
6) Excessive vacancies
7) Lack of ventilation and sanitary facilities
8) Inadequate utilities
9) Excessive coverage
10) Deleterious land use
11) Environmental clean up
12) Lack of community planning
13) Lag or decline in equalized assessed valuation (EAV)

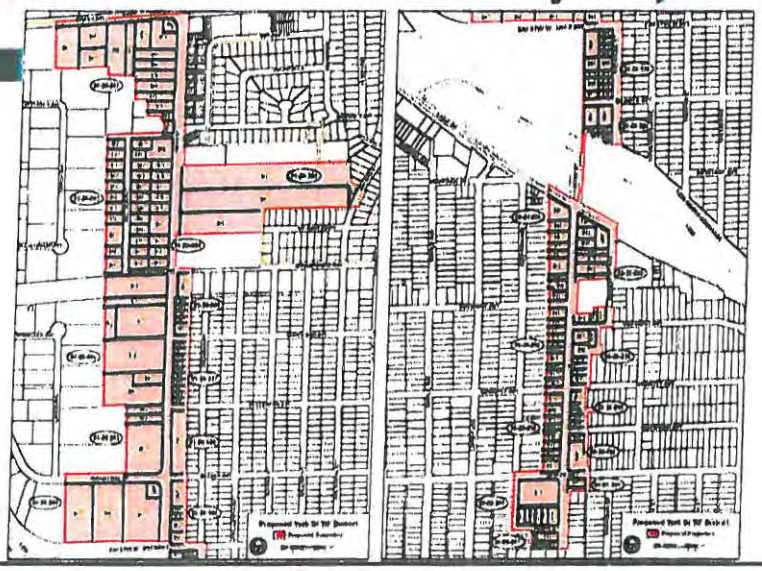
TIF Qualification Factors Present for the Proposed North York Street TIF

TIF Factors present

1) Obsolescence
2) Deterioration
3) Excessive vacancies
4) Deleterious land use or layout
5) Lack of community planning
6) Lag in EAV

- 68% of the structures in the TIF District were found to be 35 years old or older and the minimum three factors are present plus three additional factors

North York RPA Boundary Map



Proposed Elmhurst North York Street TIF: Area Conditions

- 68% of the structures in the RPA are in excess of 35 years of age.
- The RPA developed in piece meal fashion over the years and will require coordination by the City in order to address the adverse factors present.
- The growth of EAV of all the properties in the RPA lagged behind the growth in EAV of the remainder of the City for 4 of the last 5 years.

Obsolescence

- Obsolescence is exhibited in part by a large number of retail/commercial tenant spaces which are currently vacant. The lack of adequate parking and separate loading and unloading areas also contributes to the finding (current conditions in relation to market requirement for mid to large retailers).
- Multiple curb cuts on York Street increase the likelihood of slowing traffic and increased accidents, given that York Street has one of the largest traffic counts in the City.
- Many facilities exhibit outmoded or "tired" physical conditions.

Obsolescence

In addition, obsolescence is demonstrated by higher than average vacancy rates, the age of the structures, and the lag in EAV growth for the RPA when compared with the EAV growth for remainder of the City. These factors when combined have the potential to cause a negative spill over for the surrounding area and may deter other property owners from reinvesting in their own properties.

Deterioration

- Deterioration is present in 54% of the parcels contained in the RPA.
- Building conditions included damaged fascias, doors, windows frames, and missing mortar all of which require repairs, upgrades and/or replacement.
- Surface conditions included cracking of pavement, potholes, depressions in roadway and parking areas, weeds protruding through paved and concrete surfaces, and loose gravel or unpaved surfaces in parking areas and driveways.

Excessive Vacancies

- The RPA contains approximately 24 vacant commercial and industrial buildings, representing over 210,600 square feet or 19% of the total square footage for commercial and industrial buildings in the RPA. Two of the vacancies comprise approximately 9.6 acres of land.
- In relation to the TIF Act finding that "buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies", the properties have been largely vacant for several years, and their declining physical condition and valuations support the finding of an adverse influence on the area.

Deleterious Land Use or Layout

- According to County and Township records and discussions with City staff 52% of the structures in the RPA were built between 40 to 70 years ago.
- Properties were developed with little regard to adjacent land use; currently in some cases commercial, industrial, retail, and residential uses inappropriately overlap or exist in close proximity to each other with little or no buffering.
- There are also issues related to ingress/egress which affect turning, loading and parking.

Lack of Community Planning

- Much of the development in the RPA occurred prior to the City adopting its initial Comprehensive Plan and subsequent amendments and before the City followed its existing planning and development procedures.
- Previous developments attempted to reuse smaller former residential lots resulting in a multiplicity of retail and commercial uses lacking: (1) effective buffering from residential uses, (2) varied building setbacks, (3) adequate parking, and (4) separate loading and unloading areas; it also created multiple curb cuts affecting efficient traffic flow

Lag in Proposed TIF EAV compared to Remainder of City (all amounts in Millions/Billions)

Year	2007	2008	2009	2010	2011
EAV	35.05	37.07	36.15	32.26	31.93
Pct. Change	(2.28)%	5.78%	(2.49)%	(10.77)%	(1.01)%
Balance of City	2,219.26	2,422.32	2,425.80	2,246.89	2,121.86
Pct. Change	11.23%	9.15%	.14%	(7.38)%	(5.56)%

City Redevelopment Objectives

- Coordinate the redevelopment within the RPA to provide positive marketplace signal and to conform with recent City planning efforts.
- Eliminate or reduce adverse factors in the RPA and accomplish redevelopment within a reasonable time.
- Improve the tax base of the area.
- Provide high quality public improvements and an attractive appearance for the area.

Redevelopment Plan Summary

- Identifies TIF district boundaries with map and legal description.
- Summarizes City goals and objectives for redevelopment, including a general description of redevelopment activities and land uses.
- Provides an estimate of redevelopment project costs (TIF budget).

Redevelopment Plan Summary, continued

Land acquisition & related costs - $15,000,000
Site preparation - $15,000,000
Utility improvements - $19,500,000
Public Facilities - $15,000,000
Rehabilitation- $7,500,000
Interest costs per the TIF Act - $2,500,000
Planning and professional costs - $11,625,000
Job Training - $1,000,000
Potential Tuition Costs - $2,000,000
Total Estimated Project Costs - $89,125,000

Redevelopment Plan Summary, continued

Estimated base equalized assessed valuation (2011 tax year) - $31,933,850

Estimated TIF EAV upon completion of TIF redevelopment over a 23 year period :
$105,000,000 to $150,000,000

Variables That Could Impact Redevelopment

- The costs and actual budget of the proposed redevelopment activities.
- Market interest rates in effect at the time of redevelopment.
- Timetables for implementation of public and private activities.

All of these variables could materially affect TIF projections and the amount of tax increment generated within the TIF.

Next Steps – TIF Process

- Joint Review Board consideration/review of City TIF redevelopment plan and eligibility factors.
- Public Hearing scheduled for August 6, 2012.
- City Council must wait at least 14 days after close of public hearing to consider adoption of TIF ordinances.

CITY OF ELMHURST, ILLINOIS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

April 30, 2013
(with comparative totals for 2012)

	Special Revenue		Capital Projects			Permanent		Total Nonmajor Governmental Funds	
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2009	Corporate Purpose Project 2012	Working Cash	Glos Mausoleum	2013	2012
ASSETS									
Cash	$ 108,402	$ 476,603	$ -	$ -	$ -	$ 195,620	$ -	$ 780,625	$ 907,877
Investments									
Negotiable certificates of deposit	300,330	-	-	-	-	412,354	34,458	747,142	414,697
Receivables									
Property tax	-	-	47,013	-	-	-	-	47,013	-
Motor fuel tax allotments	75,876	-	-	-	-	-	-	75,876	85,656
Due from other governments	-	1,170,400	-	-	-	-	-	1,170,400	1,170,400
Due from other funds	-	1,119	-	-	-	-	-	1,119	-
Miscellaneous	-	-	50,000	-	-	-	-	50,000	-
Accrued interest	120	-	-	-	-	982	2	1,104	437
TOTAL ASSETS	$ 484,728	$ 1,648,122	$ 97,013	$ -	$ -	$ 608,956	$ 34,460	$ 2,873,279	$ 2,579,067

ATTACHMENT K
(TIF IV)

	Special Revenue		Capital Projects			Permanent		Total Nonmajor Governmental Funds	
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2009	Corporate Purpose Project 2012	Working Cash	Glos Mausoleum	2013	2012
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES									
LIABILITIES									
Accounts payable	$ 13,289	$ 17,610	$ 12,569	$ -	$ -	$ -	$ -	$ 43,468	$ 1,673
Accrued payroll	61,002	-	-	-	-	-	-	61,002	62,836
Due to other funds	-	-	91,757	-	-	-	-	91,757	-
Unearned revenue	-	1,170,400	-	-	-	-	-	1,170,400	1,170,400
Total liabilities	74,291	1,188,010	104,326	-	-	-	-	1,366,627	1,234,909
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue - property taxes	-	-	47,013	-	-	-	-	47,013	-
Total deferred inflows of resources	-	-	47,013	-	-	-	-	47,013	-
Total liabilities and deferred inflows of resources	74,291	1,188,010	151,339	-	-	-	-	1,413,640	1,234,909
FUND BALANCES									
Restriced for working cash	-	-	-	-	-	608,956	-	608,956	415,183
Restricted for streets	410,437	-	-	-	-	-	-	410,437	419,155
Restricted for culture	-	-	-	-	-	-	34,460	34,460	34,329
Restricted for redevelopment	-	460,112	-	-	-	-	-	460,112	475,452
Restricted for capital projects	-	-	-	-	-	-	-	-	39
Unrestricted (deficit)	-	-	(54,326)	-	-	-	-	(54,326)	-
Total fund balances (deficit)	410,437	460,112	(54,326)	-	-	608,956	34,460	1,459,639	1,344,158
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 484,728	$ 1,648,122	$ 97,013	$ -	$ -	$ 608,956	$ 34,460	$ 2,873,279	$ 2,579,067

ATTACHMENT K
(TIF IV)

See accompanying notes to financial statements.

CITY OF ELMHURST, ILLINOIS

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS

For the Year Ended April 30, 2013
(with comparative totals for 2012)

	Special Revenue		Capital Projects			Permanent		Total Nonmajor Governmental Funds	
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2009	Corporate Purpose Project 2012	Working Cash	Glos Mausoleum	2013	2012
REVENUES									
Intergovernmental									
Allotments	$ 1,238,663	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,238,663	$ 1,274,058
Investment income	1,486	1,583	8,620	-	-	1,787	131	13,607	10,373
Miscellaneous									
Other	-	3,674	-	-	-	-	-	3,674	9,572
Total revenues	1,240,149	5,257	8,620	-	-	1,787	131	1,255,944	1,294,003
EXPENDITURES									
Current									
Streets	1,248,867	-	-	-	-	-	-	1,248,867	1,160,685
Contractual Services	-	-	62,946	-	160,522	-	-	223,468	-
Capital outlay	-	98,707	-	-	-	-	-	98,707	335,405
Total expenditures	1,248,867	98,707	62,946	-	160,522	-	-	1,571,042	1,496,090
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,718)	(93,450)	(54,326)	-	(160,522)	1,787	131	(315,098)	(202,087)

ATTACHMENT K
(TIF IV)

	Revenue		Capital Projects			Permanent		Total Nonmajor Governmental Funds	
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2009	Corporate Purpose Project 2012	Working Cash	Glos Mausoleum	2013	2012
OTHER FINANCING SOURCES (USES)									
Issuance of bonds	$ -	$ -	$ -	$ -	$ 7,040,000	$ -	$ -	$ 7,040,000	$ -
Premium (discount) on bonds issued	-	-	-	-	90,421	-	-	90,421	-
Transfers in	-	78,110	-	-	-	191,986	-	270,096	587,172
Transfers (out)	-	-	-	(39)	(6,969,899)	-	-	(6,969,938)	(3,789,991)
Total other financing sources (uses)	-	78,110	-	(39)	160,522	191,986	-	430,579	(3,202,819)
NET CHANGE IN FUND BALANCES	(8,718)	(15,340)	(54,326)	(39)	-	193,773	131	115,481	(3,404,906)
FUND BALANCES, MAY 1	419,155	475,452	-	39	-	415,183	34,329	1,344,158	4,749,064
FUND BALANCES (DEFICIT), APRIL 30	$ 410,437	$ 460,112	$ (54,326)	$ -	$ -	$ 608,956	$ 34,460	$ 1,459,639	$ 1,344,158

See accompanying notes to financial statements.

ATTACHMENT K
(TIF IV)

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Certified Public Accountants & Advisors
Members of American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE OF ILLINOIS PUBLIC ACT 85-1142

The Honorable Mayor
Members of the Village Board
City of Elmhurst, Illinois

We have examined management's assertion that the City of Elmhurst, Illinois, complied 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) during the year ended April 30, 2013. As discussed in that representation letter, management is responsible for the City of Elmhurst, Illinois' compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with statutory requirements.

In our opinion, management's assertion that the City of Elmhurst, Illinois, complied with the aforementioned requirements for the year ended April 30, 2013, is fairly stated in all material respects.

This report is intended solely for the information and use of the City Council, management, the joint review board, the Illinois State Comptroller, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
September 5, 2013

ATTACHMENT L
(TIF IV)

Attachment M

Name: **City of Elmhurst**
TIF District: **North York Street**

INTERGOVERNMENTAL AGREEMENTS
FY 2013

A list of all intergovernmental agreements in effect in FY 2013, 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)]

Name of Agreement	Description of Agreement	Amount Transferred Out	Amount Received
Intergovernmental Agreement between	Declare surplus of 10% of increment	$ -	$ -
the City of Elmhurst and Elmhurst School	starting in year 11; maximum $6 million		
District #205, dated April 2, 2013	reimbursement to District #205 for TIF		
(Resolution # R-17-2013)	eligible capital improvement expenses		
	(funding from unencumbered funds and		
	pledged funds from Hahn Development);		
	release of Hahn properties from CBD TIF		
	and included in North York Street TIF; and		
	surplus distribution of $1.5 from Lake		
	Street TIF.		