

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2014**

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 <u> x </u> Industrial Jobs Recovery Law <u> </u>

	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 <p style="text-align: center;">Line of Credit was utilized</p>	SEE ATTACH- MENT F	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.

FY 2014

TIF NAME: North York Street (Elmhurst TIF 4)

Fund Balance at Beginning of Reporting Period \$ (77,677)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 94,196	\$ 141,398	4%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 4	\$ 4	0%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ 611,701	\$ 2,998,000	94%
Transfers from Municipal Sources	\$ -	\$ -	0%
Private Sources	\$ -	\$ -	0%
Other (Rental Income)	\$ 16,968	\$ 56,588	2%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 722,869

Cumulative Total Revenues/Cash Receipts \$ 3,195,990 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 899,484

Distribution of Surplus \$ -

Total Expenditures/Disbursements \$ 899,484

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ (176,615)

FUND BALANCE, END OF REPORTING PERIOD* \$ (254,292)

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

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3) \$ (3,252,292)

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)		
Line of Credit - Note payable Interest	27,774	
		\$ 27,774
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)		
Relocation Costs - Dr. Thomas Nelson	50,000	
		\$ 50,000
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		\$ 899,484

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 2014

TIF NAME: North York Street (Elmhurst TIF 4)

FUND BALANCE, END OF REPORTING PERIOD \$ (254,292)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Taxable G.O. Note Payable orig. dated 8/1/94 (Line of Credit)	\$ 2,386,299	\$ 2,998,000

Total Amount Designated for Obligations \$ 2,386,299 \$ 2,998,000

2. Description of Project Costs to be Paid

Total Amount Designated for Project Costs \$ -

TOTAL AMOUNT DESIGNATED \$ 2,998,000

SURPLUS*/(DEFICIT) \$ (3,252,292)

* 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 2014

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.

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

Property Acquired by the Municipality Within the Redevelopment Project Area

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

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

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

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

FY 2014

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". <u> 3 </u>			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 21,000,000	\$ 11,388,799	\$ 43,155,195
Public Investment Undertaken	\$ 3,020,000	\$ 3,121,200	\$ 998,952
Ratio of Private/Public Investment	6 41/43		43 1/5

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE**Construction of Marlano's Fresh Market**

Private Investment Undertaken (See Instructions)	\$ 18,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 1,250,000	\$ -	\$ -
Ratio of Private/Public Investment	14 2/5		0

Project 2:**Hahn Street Redevelopment Project (Does not include Public Investment of \$7,683,000 for land acquisition costs in TIF I)**

Private Investment Undertaken (See Instructions)	\$ -	\$ 10,788,799	\$ 43,155,195
Public Investment Undertaken	\$ 1,770,000	\$ 3,121,200	\$ 998,952
Ratio of Private/Public Investment	0		43 1/5

Project 3:**Larry Roesch Chrysler-Jeep Dodge Redevelopment Project (acquisition and renovations)**

Private Investment Undertaken (See Instructions)	\$ 3,000,000	\$ 600,000	\$ -
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 2014

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	\$ 26,845,630

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

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
DuPage County	\$ -
DuPage County Forest Preserve	\$ -
DuPage Water Commission	\$ -
DuPage Airport Authority	\$ -
Addison Township	\$ -
Addison Township Road	\$ -
York Township	\$ -
York Township Road	\$ -
Elmhurst Public Library	\$ -
Elmhurst Park District	\$ -
Unit School District #205	\$ -
Junior College #502	\$ -
City of Elmhurst / SSAs	\$ -

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
			\$ -
<i>Information not available at this time</i>			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

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

Documents have been provided with previous TIF reports

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	



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

June 24, 2015

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

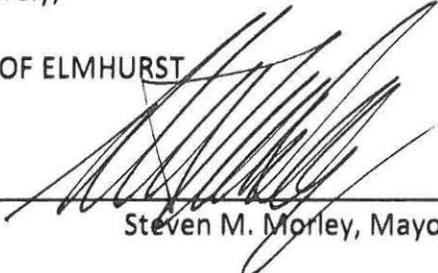
Dear Ladies and Gentlemen:

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 December 31, 2014 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)

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

June 24, 2015

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
ADAM R. DURKIN

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

OF COUNSEL

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

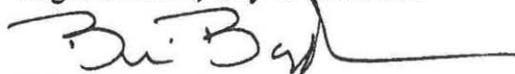
**RE: CITY OF ELMHURST, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 4
NORTH YORK STREET TIF DISTRICT**

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 December 31, 2014, the City was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et seq.* (State Bar Ed. 2014)] 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

532767.1

ATTACHMENT C
(TIF IV)

NORTH YORK STREET (TIF 4)
Section 2 – Activities Statement
For period ended 12/31/14

- 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 – Previously, 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, an economic incentive of \$1.25M will be provided to the developer - \$625,000 upon opening and \$625,000 180 days later. **During FY 2014, the City paid the second installment of \$625,000 to York Street Ventures for the development of the Mariano’s Fresh Market.**

During fiscal year 2014, the City selected Morningside Hahn, LLC to be the designated developer of the City-owned Hahn Street property for a six story mixed use retail/apartment development with private and public parking and a civic plaza. Based on the selection, the City and Morningside entered into a Memorandum of Understanding to provide a one hundred and eighty (180) day period where Morningside will be the designated developer, the City will engage and negotiate with Morningside on a mutually agreement redevelopment agreement and Morningside will be authorized to initiate and prosecute an application for any and all subdivision and zoning entitlements necessary for the project.

During the current fiscal year, the City Council approved an Ordinance (ZO-14-2014) granting a conditional use permit and associated variations for the development of the Hahn Street properties by Morningside Hahn, LLC.

Tax Increment Financing District Management – During the fiscal year ending December 31, 2014, the City of Elmhurst continued to retain 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.

O-23-2014

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A SALES
TAX SHARING AGREEMENT BETWEEN THE CITY OF ELMHURST
AND LARRY ROESCH CHRYSLER-JEEP-DODGE, LLC.**

WHEREAS, the City of Elmhurst (hereinafter the "City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, Larry Roesch Chrysler-Jeep-Dodge, LLC, an Illinois limited liability company (hereinafter the "Company"), and the City of Elmhurst desire to enter into a Sales Tax Sharing Agreement under substantially the same terms as those contained in the Agreement attached hereto as Exhibit A and made a part hereof (hereinafter the "Agreement") in connection with the acquisition and renovation (hereinafter the "Renovation") of the parcel of real estate commonly known as 150 West Grand Avenue, Elmhurst, Illinois (hereinafter the "Property"), as a dealership for the sale and service of commercial vehicles; and

WHEREAS, the City has reviewed the supporting documents submitted by the Company; it has also considered the oral presentation made on behalf of the Company before the Finance, Council Affairs and Administrative Services Committee; it has taken into account its own knowledge and information related to the Property, the Company, and the surrounding businesses; and based thereon the City finds as follows:

1. The current zoning of the Property is in compliance with the Comprehensive Land Use Plan of the City; and
2. The Renovation of the Property is expected to create and/or retain job opportunities within the City; and
3. The Company meets high standards of creditworthiness and financial strength; and
4. The Renovation of the Property will strengthen the commercial sector of the City; and
5. The Renovation of the Property will preserve and enhance the real property tax base of the City; and
6. The Renovation of the Property will increase the amount of Sales Tax, as defined in Section 2 of the attached Exhibit A, attributable to operations on the Property; and
7. This Agreement is in the best interests of the City; and
8. The Renovation of the Property is necessary to retain vital commercial strength in the City; and
9. The Renovation of the Property is necessary to forestall economic stagnation in certain commercial areas of the City; and
10. The Agreement and Renovation substantially and materially satisfy the criteria set forth in Section 8-11-20 and 8-11-21 of the Illinois Municipal Code, as amended (65 ILCS 5/8-11-20 and 65 ILCS 5/8-11-21).

ATTACHMENT E
(TIF IV)

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the general welfare, safety and health of the residents of the City to enter into the Agreement in substantially the form as that attached hereto as Exhibit A.

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

Section 1. The foregoing recitals are adopted as the findings of the corporate authorities of the City of Elmhurst and said findings are incorporated herein as if fully restated.

Section 2. That the Mayor is directed to execute and the City Clerk directed to attest the Sales Tax Sharing Agreement in substantially the form attached hereto and made a part hereof as Exhibit A, with such changes therein as shall be approved by the City Attorneys and City officials executing the same.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

ATTACHMENT E
(TIF IV)

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 21st day of July 2014, pursuant to a roll call vote as follows:

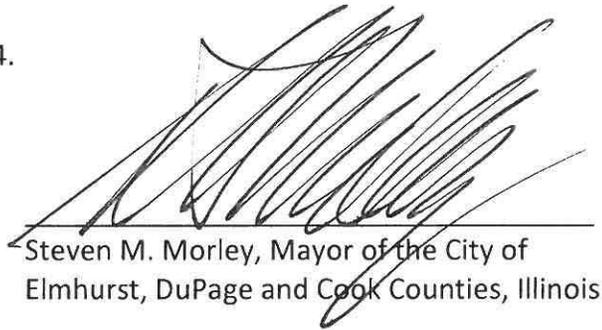
AYES: 12

NAYS: 0

ABSENT: 2

ABSTENTION: _____

APPROVED by me this 21st day of July 2014.



Steven M. Morley, Mayor of the City of
Elmhurst, DuPage and Cook Counties, Illinois

ATTESTED and filed in my office,
this 21st day of July 2014.

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

ATTACHMENT E
(TIF IV)

EXHIBIT A

**SALES TAX SHARING AGREEMENT BETWEEN
THE CITY OF ELMHURST AND
LARRY ROESCH CHRYSLER-JEEP-DODGE, LLC**

ATTACHMENT E
(TIF IV)

SALES TAX SHARING AGREEMENT

This agreement ("Agreement") is effective as of the 21st day of July 2014, by and between the CITY OF ELMHURST, DuPage and Cook Counties, Illinois, a municipal corporation, hereinafter referred to as "CITY," and LARRY ROESCH CHRYSLER-JEEP-DODGE, LLC, an Illinois Limited Liability Company, hereinafter referred to as "COMPANY."

WITNESSETH

WHEREAS, the CITY is a home rule unit of government authorized to exercise and perform any function relating to its government and affairs; and

WHEREAS, the COMPANY is the current lessee of the property commonly known as 200 W. Grand Avenue, Elmhurst, Illinois and legally described in Exhibit A attached hereto (the "Dealership Property") and operates a Chrysler, Jeep, Dodge, Ram, and used car dealership (the "Dealership") thereon; and

WHEREAS, affiliates of the COMPANY have acquired the property commonly known as 150 W. Grand Avenue, Elmhurst, Illinois and legally described in Exhibit B attached hereto (the "Expansion Property") and have leased the property to the COMPANY for use in expanding the COMPANY's Dealership operations; and

WHEREAS, the COMPANY is the current lessee of the Expansion Property and, conditioned upon, among other things, the CITY approving and executing this Agreement, the COMPANY intends to operate a commercial vehicle sales and service dealership (the "Expanded Operations") thereon; and

WHEREAS, conditioned upon, among other things, the CITY approving and executing this Agreement, the COMPANY intends to extensively renovate the Expansion Property to allow for its use in the Expanded Operations; and

WHEREAS, conditioned upon, among other things, the CITY approving and executing this Agreement, the renovations planned by the COMPANY include, but are not limited to, new perimeter fencing, new lighting, parking lot repaving, repairs to the existing structure on the Expansion Property including, but not limited to, roofing repairs, HVAC mechanical replacement, plumbing upgrades, exterior window replacement, and a complete remodeling of the structures interior (the "Renovations"); and

WHEREAS, the estimated combined cost to the COMPANY and its affiliates to complete the acquisition of, and required Renovations to, the Expansion Property exceeds Three Million Six Hundred Thousand Dollars (\$3,600,000.00); and

WHEREAS, the COMPANY agrees, in reliance on the CITY's commitments set forth in this Agreement, to develop and construct the Renovations in accordance with this Agreement and applicable CITY ordinances; and

WHEREAS, the CITY agrees, in reliance on, and conditioned upon, the COMPANY developing and constructing the Renovations on the Expansion Property and the continued performance by the Company of the Expanded Operations as described herein for a period of fifteen (15) years, to provide certain economic assistance in the form of sales tax rebates, as specifically set forth in this Agreement; and

WHEREAS, the sales tax rebates to be provided to the COMPANY shall be calculated based solely on the increase in sales tax revenue generated by the sale of commercial vehicles and services in the Expanded Operations; and

WHEREAS, in reliance upon the mutual promises contained herein, the CITY and the COMPANY are entering into this Agreement, which upon execution will constitute the full and complete understanding of the CITY and the COMPANY with respect to the subject matter hereof and supersede all previous agreements between the parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

1. **Recitals** - The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein;
2. **Definitions** - When capitalized and used in this Agreement, the following terms shall have the following meanings:
 - a. "Affiliates" means any other entity now existing or organized in the future, which shares common majority shareholders and/or equity stakeholders with COMPANY, or of which COMPANY is the majority shareholder or equity stakeholder, or vice versa, or which shares common management control with the COMPANY, and which becomes involved in the Operations or Expanded Operations.
 - b. "Agreement" means this Sales Tax Sharing Agreement.
 - c. "Annual Period" means calendar year periods beginning on January 1st and ending on December 31st of that year. The first full Annual Period shall start on the Commencement Date as defined herein, and end on December 31, 2014.
 - d. "Base Commercial Sales Tax" means Fifty-One Thousand Seven Hundred Fifty-Six Dollars and Sixty Cents (\$51,756.60). The Parties agree that the base amount of Sales Tax for the sale and service of commercial vehicles used to calculate the increase in Sales Tax due to the Expanded Operations shall be Fifty-One Thousand Seven Hundred Fifty-Six Dollars and Sixty Cents (\$51,756.60), such

ATTACHMENT E
(TIF IV)

- figure being based on the recent report of annual taxable sales and service of commercial vehicles on the existing Dealership Property.
- e. "Business Day" means any day except Saturday, Sunday, or a holiday observed by the CITY on which the CITY's offices are legally closed.
 - f. "Expansion Sales Tax" shall have the meaning set forth in Section 4 of this Agreement.
 - g. "COMPANY's Share" shall have the meaning set forth in Section 4 of this Agreement.
 - h. "IDR" means the Illinois Department of Revenue.
 - i. "Operations" means the sales and/or service of motor vehicles, or other items including, but not limited to, the sales of parts, accessories, or any other items of personal property, conducted on the Dealership Property by COMPANY, its Affiliates, or its Permitted Successors or Assigns.
 - j. "Expanded Operations" means sales and/or service of commercial vehicles conducted by COMPANY, its Affiliates, or its Permitted Successors or Assigns within the City of Elmhurst.
 - k. "Permitted Successors or Assigns" means those entities which are either a successor in interest to COMPANY and/or to which COMPANY has assigned all or part of this Agreement in accordance with Section 6.
 - l. "Dealership Property" means all or any part of the property now commonly known as 200 W. Grand Avenue, Elmhurst, Illinois, and legally described in the attached Exhibit A.
 - m. "Expansion Property" means all or any part of the property now commonly known as 150 W. Grand Avenue, Elmhurst, Illinois, and legally described in the attached Exhibit B.
 - n. "Acquisition Expenses" means the total amount paid by the COMPANY or its Affiliates to acquire the Expansion Property. Acquisition Expenses shall be documented by the COMPANY by submission of closing documents and recorded deed to the Expansion Property to the CITY on or before six (6) months after the acquisition of the Expansion Property by the COMPANY or its Affiliates.
 - o. "Renovation Expenses" means the total amount spent by COMPANY to renovate the Dealership Property and shall include all payments made for planning, surveys, drawings, reviews, consultants, engineering, labor, materials, construction, furniture, fixtures, finishes, and equipment for improvements to the building or any part of it or the lot located at the Expansion Property. Renovation Expenses shall be documented by COMPANY by submission of bills, invoices and/or proof of payment of such expenses to the CITY on or before six (6) months after the completion of the Renovations.
 - p. "Sales Tax" means the sales tax paid by customers of COMPANY, Affiliates and/or Permitted Successors or Assigns in respect of Taxable Sales arising from the Expanded Operations and remitted to IDR pursuant to the Use Tax Act, 35 ILCS 105/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.* in connection with any goods sold or services rendered by COMPANY as shown on the sales tax returns filed

ATTACHMENT E
(TIF IV)

with IDR, but shall not include any funds remitted to the IDR pursuant to either the Home Rule Municipal Retailers Occupation Tax (65 ILCS 5/8-11-1) or the Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-5).

- q. "Taxable Sales" means sales of tangible goods or services arising from the Expanded Operations subject to Sales Tax.
- r. "CITY's Share" means the portion of Sales Tax remitted to the CITY by IDR.

3. **Term** – This Agreement shall commence on July 1, 2014, or upon the inclusion of the Expanded Operations as a separate location identified in the existing Illinois Business Tax Number of the COMPANY, whichever occurs first (the "Commencement Date") and shall terminate on the date of payment of the COMPANY'S Share (as defined herein) following the fifteenth (15th) Annual Period, if any such payment is due, or at such earlier time as identified herein ("Term"). If no payment of the COMPANY'S Share is due for the fifteenth (15th) Annual Period, this Agreement shall terminate on the date that the payment of the COMPANY'S Share would have been due following the fifteenth (15th) Annual Period. The total amount of COMPANY's Share paid out over the life of this Agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). If the total amount of the COMPANY'S Share paid to the COMPANY reaches One Million Five Hundred Thousand Dollars (\$1,500,000.00) prior to the end of the fifteenth (15th) Annual Period, this Agreement shall terminate on December 31, 2028.

4. **Sales Tax Sharing Formula** – In accordance with the payment schedule set forth in Section 5 below, the CITY shall pay COMPANY, with respect to the first three (3) Annual Periods, an amount equal to seventy-five percent (75%) of the CITY's Share attributable to increase in Sales Tax resulting from the Expanded Operations (the "Expansion Sales Tax" as further defined herein). In the remaining twelve (12) Annual Periods the CITY shall pay COMPANY an amount equal to fifty percent (50%) of the CITY's Share attributable to increase in Sales Tax resulting from the Expanded Operations (the "Expansion Sales Tax" as further defined herein). The Parties agree that the base amount of existing sales tax revenue generated by the sales and service of commercial vehicles used to calculate the increase in Sales Tax due to the Expanded Operations shall be the Base Commercial Sales Tax as defined hereinabove, being the most recent sales figures for sales and service of commercial vehicles as part of the Operations on the existing Dealership Property. The amount of the CITY's share attributable to the Expanded Operations shall be calculated by subtracting the Base Commercial Sales Tax from the CITY's Share; the adjusted amount will be known as the "Expansion Sales Tax." For example, if the CITY's Share for the first Annual Period is \$100,000.00, the CITY shall pay COMPANY a total of \$36,182.55 for that period calculated as follows: \$100,000.00 (CITY's Share) - \$51,756.60 (Base Commercial Sales Tax) = \$48,243.40 (Expansion Sales Tax) * 75% = \$36,182.55, and paid in accordance with Section 5, below. The amount the CITY shall pay COMPANY in each Annual Period shall be known as "COMPANY's Share." Any payments due to the COMPANY pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the CITY by the State of Illinois or the

Illinois Department of Revenue or other applicable governmental agency or body for collection of Sales Tax generated by the Expanded Operations.

5. Payment Schedule –

- (a) CITY shall pay COMPANY on an annual basis in accordance with Section 5(b).
- (b) CITY shall make the annual payments set forth in Section 5(a) to COMPANY within ninety (90) days of the last day of the preceding Annual Period. The payments shall be made on the first Business Day following the first regular meeting of the Elmhurst City Council, which follows CITY's receipt of CITY's Share from IDR for the prior Annual Period and following the receipt of a report from IDR reporting the amount of CITY's Share for the applicable Annual Period, whichever is later. The CITY shall provide the COMPANY with a report of all Sales Tax generated by the Expanded Operations and actually received by the CITY, together with payment of the COMPANY's Share due and owed the COMPANY pursuant to the terms of this Agreement. If CITY has not received CITY's Share for any part of the applicable Annual Period, then CITY shall pay COMPANY based only upon the amount actually received to date, and any unpaid amounts shall be paid with the next annual payment.
- (c) No payment shall be made to COMPANY for any Sales Tax generated during the 2029 tax year, or after the earlier termination of this Agreement.
- (d) No payment shall be made to COMPANY for any Sales Tax generated by Operations on the Dealership Property.
- (e) The amount CITY pays to COMPANY in each Annual Period shall be the COMPANY's Share as defined in Section 4.
- (f) Notwithstanding anything in this Agreement deemed to be to the contrary, CITY shall not be required to pay COMPANY any amount in respect to any part of CITY's Share which CITY has not actually received from IDR.
- (g) Notwithstanding anything contained in the Agreement to the contrary, the total amount that the CITY shall be obligated to rebate to the COMPANY during the term of this Agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).
- (h) Notwithstanding any other provision of this Agreement to the contrary, it is agreed and understood that the CITY's obligation, under this Agreement, to rebate a portion of Sales Tax shall not be a general debt of the CITY or a charge against its general credit or taxing powers, and shall constitute a special limited obligation payable solely and only out of the Sales Tax received by the CITY. The

COMPANY shall have no right, and agrees that it shall not, to compel any exercise of the taxing power of the CITY to pay the COMPANY's Share, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or any other property of the CITY other than with respect to Sales Tax collected by the CITY and not rebated to the COMPANY as required by this Agreement. The obligation of the CITY to rebate a portion of Sales Tax to the COMPANY as provided for in this Agreement shall not constitute an indebtedness of the CITY or a loan or a liability of the CITY within the meaning of any constitutional or statutory provision. No interest shall be due, owing or paid by the CITY with respect to the rebate of any Sales Tax including any delinquent payments of the COMPANY's Share.

- (i) COMPANY shall document Renovation Expenses by submission of bills, invoices and/or proof of payment by COMPANY of such expenses to CITY within six (6) months after the completion of the Renovations. CITY shall not be obligated to make any payments of the COMPANY's Share if such Renovation Expenses are not properly demonstrated to the CITY. COMPANY shall document Acquisition Expenses by submission of closing documents and recorded deed to the Expansion Property to the CITY on or before six (6) months after the acquisition of the Expansion Property by the COMPANY or its Affiliates. CITY shall not be obligated to make any payments of the COMPANY's Share if such Acquisition Expenses are not properly demonstrated to the CITY.
- (j) COMPANY shall report all Taxable Sales originating from the Expanded Operations to the Illinois Department of Revenue under the same Illinois Business Tax Number which it currently utilizes for the Operations on the Dealership Property; however, all sales and services occurring as part of the Expanded Operations will be identified as occurring at a separate location than the Dealership Property in any and all tax reports. All reporting of Taxable Sales to IDR shall be done in such a manner that Sales Tax generated by the Expanded Operations can be distinguished from tax revenue generated by the Operations. In the event that the Sales Tax generated by the Expanded Operations cannot be distinguished from tax revenue generated by the Operations, CITY shall not be obligated to make any payments of the COMPANY's Share until such time as the reporting of Taxable Sales complies with the requirements of this Section.

6. Applicability to COMPANY's Affiliates and Permitted Successors and Assigns –

- (a) CITY and COMPANY recognize and agree that one or more of COMPANY's Affiliates may undertake the Expanded Operations, and this Agreement shall be fully applicable to said Affiliates as if they were original parties to this Agreement. It is also recognized and agreed that one or more of said Affiliates may become a Successor in interest to COMPANY, or that COMPANY may wish to assign all or part of this Agreement to a third-party upon the sale of substantially

all of COMPANY's assets, including the right to conduct the Expanded Operations in the City of Elmhurst, in the future. Said succession and/or assignment shall be permitted under this Agreement without any further consent of CITY, and this Agreement shall remain effective as to such Successor or Assign for the Term of this Agreement, provided such Successor or Assign continues to operate the Expanded Operations within the City of Elmhurst.

(b) COMPANY shall not assign any portion of this Agreement to any party not permitted pursuant to Section 6(a) without the express, written consent of CITY.

7. **CITY Recoupmnt** – If COMPANY ceases its Expanded Operations or relocates its Expanded Operations to a location outside of the City of Elmhurst during the term of this Agreement, COMPANY shall repay to CITY One Hundred Percent (100%) of the amount of COMPANY's Share paid to COMPANY up to the date of such relocation or termination of Expanded Operations, and no further payments shall be made by the CITY to the COMPANY as of the date the COMPANY ceases the Expanded Operations or moves the Expanded Operations to a location outside of the City of Elmhurst. This Section 7 shall not apply in the event COMPANY terminates its Expanded Operations as a result of the bankruptcy of the manufacturer of the commercial vehicles sold in the Expanded Operations, which bankruptcy causes the production of the commercial vehicles sold in the Expanded Operations to cease.

8. **Representations, Warranties and Covenants**

A. The COMPANY represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The COMPANY is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;
- (2) The COMPANY has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery, and performance of this Agreement by the COMPANY has been duly authorized by all necessary actions, and does not and will not violate its Articles of Organization or By-Laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-party consent under any agreement, instrument, or documents to which the COMPANY is a party or by which the COMPANY is now or may become bound; and
- (4) The COMPANY warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) in that no Sales Tax resulting from transactions occurring

ATTACHMENT E
(TIF IV)

as part of the Expanded Operations would have, absent this Agreement, been paid to another unit of local government in which the COMPANY maintains a dealership location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

- B. The CITY represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:
- (1) The CITY is an Illinois home rule unit of government and has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
 - (2) The individuals executing this Agreement, on behalf of the CITY, have the power and authority to execute and deliver the Agreement on behalf of the CITY; and
 - (3) The execution, delivery and performance of this Agreement is not prohibited by or under any contractual obligation of the CITY; will not result in breach or default under any agreement to which the CITY is a party or to which the CITY in whole or in part is bound; and will not violate any restriction, court order, or agreement to which the CITY is subject.
9. **Audit** – Upon request of the CITY, the COMPANY shall furnish or cause to be furnished to the CITY copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the COMPANY. Such documents shall be sent to the attention of the Director of Finance and Administration of the CITY. To the extent permitted by law, the CITY shall maintain the confidentiality of the information contained in such reports. In addition, prior to any payments to the COMPANY pursuant to this Agreement, the COMPANY shall provide the State of Illinois with properly executed authorizations granting the CITY the right to access the sales tax records of the COMPANY. The COMPANY acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the CITY to the COMPANY pursuant to this Agreement. The COMPANY further covenants and agrees that upon the request of the CITY, the COMPANY shall furnish or cause to be furnished such consents or waivers as may reasonably be required by IDR, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and the CITY, in order to release the above-described sales tax information to the CITY. The COMPANY agrees and acknowledges that any disbursements of the CITY made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section. The COMPANY agrees

ATTACHMENT E
(TIF IV)

to make the obligations contained in this Section a part of any contract purporting to transfer any interest in the Expanded Operations and to incorporate said obligations in any reciprocal easement and operating agreement to be executed and recorded in connection with the Expansion Property. In the event that any returns or documentation from IDR are delayed, then the CITY may request, and the COMPANY shall furnish the CITY with executed copies of the monthly returns filed with IDR for the Expanded Operations of the COMPANY. Whenever the CITY deems it necessary to the fulfillment of this Agreement, the CITY shall have the right to conduct an audit of the books and records of the sales, returns and payments of sales taxes relating to the Expanded Operations of the COMPANY, upon the giving to the COMPANY reasonable notice, at reasonable times and at CITY's expense.

10. Fundamental Breach: Early Termination

- A. The occurrence on the part of the COMPANY of any of the following shall constitute a "Fundamental Breach" by the COMPANY:
- (i) The COMPANY fails to make substantially all of the Renovations to the Expansion Property on or before October 1, 2014;
 - (ii) The designation of a location outside of the City of Elmhurst as the point of sale for the commercial vehicles and services reported to IDR as part of the Expanded Operations; provided, however, that designation of a location outside the City of Elmhurst for the sale of any vehicle delivered within the City of Elmhurst to a purchaser who purchased such vehicle from another dealership situated at a location outside the City of Elmhurst to whom the COMPANY may have sold such vehicle in an inter-dealership transaction shall not be a violation of this Section 10 or of any other provision of this Agreement; or
 - (iii) The discontinuance of the Expanded Operations within the City of Elmhurst for more than six (6) consecutive months, except in the event that COMPANY terminates its Expanded Operations as a result of the bankruptcy of the manufacturer of the commercial vehicles sold in the Expanded Operations, which bankruptcy causes the production of the commercial vehicles sold in the Expanded Operations to cease;
 - (iv) Fraudulent or criminal conduct by the COMPANY or any of its affiliates in the performance of this Agreement, the Expanded Operations or the Operations.
- B. Upon the occurrence of a Fundamental Breach by the COMPANY, its Affiliates, transferees or assigns, the CITY may, in addition to any and all rights and

remedies available to it under this Agreement, terminate this Agreement, and the COMPANY shall be entitled to no further sharing of Sales Tax hereunder.

- C. Upon the occurrence of a Fundamental Breach by the COMPANY, its Affiliates, transferees or assigns, the COMPANY shall, in addition to any and all rights and remedies for which it is liable under this Agreement, repay to CITY One Hundred Percent (100%) of the amount of COMPANY's Share paid to COMPANY up to the date of Fundamental Breach.
11. **Indemnification** – In the event that 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, is made a party-defendant in any proceeding), arising out of or in connection with (1) this Agreement, (2) the Operations of the COMPANY at the Dealership Property, (3) the Expanded Operations or the Expansion Property, or (4) any claim made under 65 ILCS 5/8-11-21 (a "Section 21 Claim"), the COMPANY shall defend and hold the CITY, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees. In such event, the CITY and its officers, officials, agents and employees shall have the right to retain independent counsel should it choose to defend any action resulting from the indemnification obligations under this Section. In such event, the COMPANY shall reimburse the CITY for all legal expenses incurred in connection with such defense. The CITY and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, the COMPANY 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, with the prior approval or consent of the CITY, its officers, agents and employees as the case may be, provided the CITY shall not be required to contribute to such settlement.
12. **Limited Liability of Corporate Authorities** – The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the CITY are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.
13. **Notice** - Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the CITY: City of Elmhurst
209 North York Street
Elmhurst, IL 60126-2759
ATTN: City Manager

With a copy to: Donald J. Storino, Esq.
Storino, Ramello & Durkin
9501 W. Devon
Suite 800
Rosemont, IL 60018

If to COMPANY: LARRY ROESCH CHRYSLER-JEEP-DODGE, LLC
200 W. Grand Avenue
Elmhurst, Illinois 60126
Attn: Paul Koch

With a copy to: James R. Hardt
Hardt, Stern & Kayne, P.C.
2610 Lake Cook Road
Riverwoods, IL 60015
Attn: Real Estate Counsel

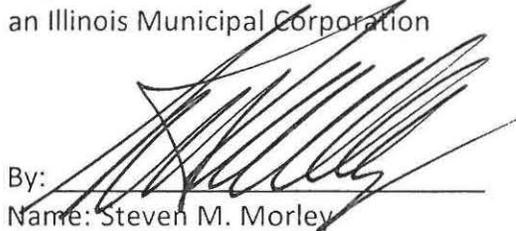
14. **Designation of Payee** – The payments made by the CITY pursuant to this Agreement shall be made to the COMPANY at the following address:

LARRY ROESCH CHRYSLER-JEEP-DODGE, LLC
200 W. Grand Avenue
Elmhurst, Illinois 60126

COMPANY shall provide the CITY with thirty (30) days' written notice of a change in the above designated payee. The CITY shall not be responsible or liable for payments delivered to an incorrect designated payee.

15. **Governing Law** – This Agreement shall be governed by the internal laws of the State of Illinois, County of DuPage, without effect to conflicts of laws principles.

City of Elmhurst
an Illinois Municipal Corporation

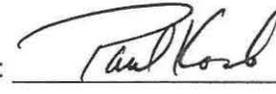
By: 
Name: Steven M. Morley
Its: Mayor

LARRY ROESCH CHRYSLER-JEEP-
DODGE, LLC
an Illinois Limited Liability Company

By: 
Name: DANIEL ROESCH
Its: PRINCIPAL MEMBER

Attest:

By: 
Name: Patty Spencer
Its: City Clerk

By: 
Name: PAUL KOCH
Its: GENERAL MANAGER

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this 29th day of September 2014, personally appeared Steven M. Morley and Patty Spencer, to me known to be the Mayor and City Clerk, respectively, of the City of Elmhurst, an Illinois municipal corporation, who executed the foregoing Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the City of Elmhurst, for the uses and purposes therein set forth.

Erin K. Vandewalle
Notary Public

My Commission Expires: 08/26/2018

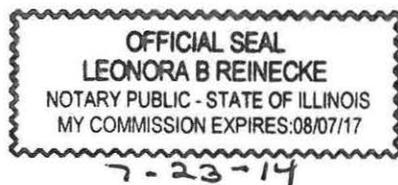


STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 23RD day of JULY 2014, before me, a Notary Public in and for said State, personally appeared DANIEL ROESCH and PAUL KOCH, to me personally known, who being by me duly sworn did say that they executed the said instrument as their voluntary act and deed for the purposes set forth herein.

Leonora B. Reinecke
Notary Public

My Commission Expires: 8-7-17



ATTACHMENT E
(TIF IV)

EXHIBIT A
LEGAL DESCRIPTION OF THE DEALERSHIP PROPERTY

LOTS 54 AND 74 IN ELMHURST INDUSTRIAL PARK UNIT NUMBER 2, BEING A SUBDIVISION OF THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 54 IN ELMHURST INDUSTRIAL PARK UNIT NO. 2, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1965, AS DOCUMENT NUMBER R65-24614, AND CERTIFICATE OF CORRECTION FILED OCTOBER 6, 1966, AS DOCUMENT R66-39915, IN DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 54, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 54, 50.00 FEET TO A POINT; THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 54, SAID POINT BEING 50.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF LOT 54, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

ATTACHMENT E
(TIF IV)

EXHIBIT B
LEGAL DESCRIPTION OF THE EXPANSION PROPERTY

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTER LINE OF GRAND AVENUE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 26; THENCE WESTERLY ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 450.29 FEET; THENCE NORTH ON A LINE 450.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 562.0 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE DUE WEST 277.75 FEET TO A POINT; THENCE NORTH 0 DEGREES 49-1/2 MINUTES WEST, 563.6 FEET TO THE CENTER LINE OF GRAND AVENUE; THENCE NORTH 86 DEGREES 04 MINUTES EAST ALONG THE SAID CENTER LINE OF GRAND AVENUE 438.87 FEET; THENCE SOUTH 0 DEGREES 07 MINUTES WEST, 327.73 FEET; THENCE DUE WEST 150.0 FEET TO A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 07 MINUTES WEST, 266.0 FEET TO THE POINT AND PLACE OF BEGINNING; IN DU PAGE COUNTY, ILLINOIS.

NORTH YORK STREET (TIF 4)
Section 2 – Additional Information
For period ended 12/31/14

1) 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

Previously, the City Council approved a professional consulting services agreement with Houseal Lavigne Associates to prepare a long-term land use plan for the North York Street Redevelopment Area Project. **During Fiscal Year 2014, the City paid Houseal Lavigne \$59,475 for work completed on the plan.**

Previously, the City of Elmhurst entered into a loan agreement (Letter of Credit) with a consortium of local lending institutions headed by Fifth/Third Bank, Elmhurst. This agreement, entered into as of July 31, 1994, provides funding to be made available to the City on a “draw-down/as needed” basis for purposes appropriate to achieve the objectives of the four redevelopment plans. **During fiscal year 2014, the City utilized the Letter of Credit to borrow \$611,701 to pay the second installment to York Street Ventures for the development of a Mariano’s Fresh Market and paid \$27,774 in interest expense. During this same reporting period, the City and Fifth/Third Bank entered into an agreement to modify and extend the term of the loan. The agreement extended the loan until October 31, 2017 and increased the maximum principal amount of the Note from \$3,000,000 to \$5,000,000.**

Prior to the development of the Hahn property, the City continues to lease space in the 242 N. York Building. During the current fiscal year, the City paid \$7,000 for the management of this building and received \$16,968 in rental receipts.

During the current fiscal year (2014), the City Council approved Resolution R-93-2014 authorizing the issuance of award to ABCO Electrical Construction & Design for the North District (Hahn Street Development) private overhead utility relocation project.

During the current fiscal year (2014), the City Council approved Resolution R-57-2014 approving an agreement with Transystems Corporation for design engineering services for the North York Street local agency functional overlay roadway improvements.

During fiscal year 2014, the City Council approved Resolution R-05-2014 authorizing the execution of a lease termination agreement by and between Dr. Thomas L. Nelson, D.D.S. and the City of Elmhurst for the property commonly known as 242 N. York Street, Suite 201. This parcel is part of the North District (Hahn Street Development) project. The City paid \$50,000 during fiscal year 2014 to terminate the lease.



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

MINUTES OF JOINT REVIEW BOARD MEETING

August 11, 2014

6:05 P.M. – Elmhurst City Council Chambers

Annual Joint Review Board (JRB) Meeting - Fiscal Year Ending December 31, 2013

- Central Business District Redevelopment Project (TIF I)
- Lake Street Redevelopment Project (TIF II)
- Rt. 83/St. Charles Road Redevelopment Project (TIF III)
- North York Street Redevelopment Project (TIF IV)

Board Members Present: William Gooch, Public Member
Kurt Warnke, Public Member
Steve Morley, City of Elmhurst
Mark Mulliner, City of Elmhurst
Kevin York, City of Elmhurst
Jim Rogers, Elmhurst Park District
John McDonough, Elmhurst CUSD 205
Bruce Schmiedl, COD District 502
Paul Lauricella, DuPage County

Others: James Grabowski; Brian Baugh.

Steve Morley welcomed everyone and introductions of the Joint Review Board (JRB) were made. He noted that the JRB meetings for all of the TIF Districts would run concurrently and that the annual meetings to review the status and effectiveness of the four Tax Increment Financing (TIF) Districts are required by law. Assistant Director of Finance Trosien explained that due to the City changing its fiscal year and the State only being able to accept one report for each fiscal year, the City was required to combine the FY 2012/13 (05/01/12 – 04/30/13) report with the FY 2013 (05/01/13 – 12/31/13) report. He noted that where possible, the report includes detail for the two periods and that the JRBs have already reviewed the data for the FY 2012/13 report.

City Manager Grabowski briefly reviewed the map of Elmhurst noting each of the locations of the City's four TIF Districts. He started the discussion of TIF I by noting the make-up of the JRB members and briefly reviewing the boundary of the TIF I District. He noted that the total EAV of the remaining and released properties in TIF I totals \$55,238,073, this includes released EAV of \$31,888,858 and remaining EAV in TIF I of \$23,349,215. Additional highlights noted during the TIF I review included the following: the fund balance/income statement schedule was reviewed noting the beginning fund balance of \$943,130, net

income of \$2,979,243, an ending FY 2013 fund balance of \$3,922,373, and it was noted again that this was for a 20 month period; total expenditures listed in Section 3.2A totaled \$2,340,494 – it was also noted that the amounts listed in black on the schedule were reviewed by the Board last year and the amounts in blue are for the eight month period being reviewed by the Board; Section 3.2B lists vendors that were paid in excess of \$10,000, some vendors under \$10,000 for FY 2013 were listed due to the 20 month period of the report; projected debt obligations and designated project costs exceed fund balance by \$628,982 so no available surplus; no property was purchased during the reporting period; no new projects were started however, it was noted that the ratio of private to public investment in TIF I was 6 to 1; and, the schedule listing Intergovernmental Agreements was noted. Comments and questions from the JRB members included the 2004 Intergovernmental Agreement and when TIF I surplus would be paid out. It was noted that the TIF I surplus would be distributed in 2015 once the final payment of property taxes was paid. The TIF I meeting was completed at 6:14 p.m.

Highlights noted during the TIF II review included the following: make-up of the JRB; map of area; beginning fund balance of \$1,288,661, net loss of \$124,345, ending fund balance of \$1,164,316 and total amount designated of \$(585,684); total expenditures of \$7,593; payments to vendors that exceeded \$10,000 were due to the surplus distribution of \$1,500,000; the breakdown of the fund balance schedule (Section 3.3) reflects a projected deficit of \$(585,684); no property was acquired; no new projects were started and the extremely high ratio of private to public investment was noted; and the 2013 Intergovernmental Agreements (Attachment M) were briefly reviewed. There were no questions from the JRB and the meeting was completed at 6:19 p.m.

The review of TIF III included the following: make-up of the JRB; map of area; beginning fund balance of \$384,490, net income of \$849,616, ending fund balance of \$1,234,106 and total amount designated of \$(580,607); total expenditures of \$99,804 includes professional and consultant fees of \$21,846 and debt service payments of \$77,958; no vendor payments in excess of \$10,000 for the reporting period, but when combining the two reporting periods, payments to Storino, Romella & Durkin exceeded \$10,000; the breakdown of the fund balance schedule (Section 3.3) includes designations of \$314,713 for debt service and \$1,500,000 for land acquisition and a projected deficit of \$(580,607); no property was acquired; no new projects were started and the ratio of private to public investment was 19 to 1. Based on question regarding the projected deficit (Section 3.3), staff explained that although the ending fund balance is positive, Section 3.3 reflects that no surplus is available due to the debt obligations outstanding and project costs anticipated. The TIF III meeting was completed at 6:21 p.m.

The review of TIF IV included the following: make-up of the JRB; map of area; beginning fund balance of \$0, ending fund balance of \$(77,677) and total amount designated of \$(3,088,976); total expenditures of \$2,550,798 including \$1,771,515 for the acquisition of the Pauli property and \$625,000 for the Mariano's agreement; vendor payments in excess of \$10,000 included payments for attorney fees, consulting fees, property management fees, the Pauli land acquisition and the first installment for the Mariano's redevelopment agreement; the breakdown of the fund balance schedule (Section 3.3) includes the fund balance at the end of the reporting year of \$(77,677), debt obligations of \$2,386,299, designated project costs of \$625,000 for the Mariano's redevelopment agreement and a projected deficit of \$(3,088,976); one property was acquired (260 N. York Street – Pauli); the public/private investments were noted in Section 5; and, Attachment M listing the TIF IV Intergovernmental Agreement was noted. Based on questions and comments from the JRB, staff reviewed the City's preference of General Obligation Bonds and the Line of Credit versus issuing TIF Revenue Bonds. The planning status of TIF IV was also reviewed including the status of the Houseal Lavigne & Associates community meetings.

Meeting adjourned: 6:28 P.M.

* All four JRB meetings were held simultaneously

Submitted by: Thomas W. Trosien, Assistant Director of Finance

Tax Increment Financing(TIF): Joint Review Board Annual Meetings

Fiscal Year Ending
December 31, 2013



August 11, 2014

Joint Review Board (JRB)

- Introduction of members present
- By law, must meet annually to review the effectiveness and status of the TIF District

FY 2013 Annual Reports

Due to the limitations of the annual reporting systems of the State, only one annual report for any given fiscal year can be submitted.

With the change in the City's fiscal year to the calendar year, the City basically ended up with two reports for 2013

- FY 2012/2013 (5/1/12 - 4/30/13)
- FY 2013 (5/1/13 - 12/31/13)

Due to the limitation, the State required the City to combine the two reports creating an "Amended" FY 2013 report covering the 20 month period from May 1, 2012 through December 31, 2013.



TIF I: FY 2013

Agenda – TIF I

- 1) Call to Order
- 2) Review TIF I – 2013 Annual Report
- 3) Adjournment

TIF I: FY 2013

TIF I – Central Business District

Joint Review Board:

City of Elmhurst - Mayor Morley
Community Unit School District 205
Elmhurst Park District
Community College District 502
The County of DuPage
York Township
Mr. William Gooch

TIF I: FY 2013 Section 3.3

SECTION 3.3 - (65 ILCS 5/11-74.4-6 (d) (6) 65 ILCS 5/11-74.6-22 (d) (8))
Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period
TIF NAME: Central Business District (Elmhurst TIF 1) FY 2013
FUND BALANCE, END OF REPORTING PERIOD \$ 3,922,373

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
City of Elmhurst 2001 1/20/01 (Re-funding)	\$ 9,000,000	\$ -
City of Elmhurst 2000 1/20/01 (Re-funding)	\$ 5,000,000	\$ -
City of Elmhurst 2001 1/20/01 (Re-funding)	\$ 8,000,000	\$ -
City of Elmhurst 2000 1/20/01	\$ 5,500,000	\$ 623,429
City of Elmhurst 2008 10/01/08 (Re-funding)	\$ 8,100,000	\$ 5,000
City of Elmhurst 2011 10/01/11 (Re-funding) 5.000(1000)	\$ 8,000,000	\$ 1,200,000
Available for Other Payable Orig. dated 12/1/04 (Amount of 1000)	\$ 2,990,000	\$ -
Total Amount Designated for Obligations	\$ 39,000,000	\$ 3,916,355
2. Description of Project Costs to be Paid		
Capital/Physical Improvements (2011 Budget)	\$ -	\$ 100,000
Non-capital/Other Improvements (2011 Budget)	\$ -	\$ 5,000,000
Total Amount Designated for Project Costs	\$ -	\$ 6,150,000
TOTAL AMOUNT DESIGNATED	\$ -	\$ 4,551,355
SURPLUS/(DEFICIT)	\$ -	\$ (628,982)

* Note: If a surplus is calculated, the municipality may be required to repay the amount to over-levying taxing districts (see local laws and statutes).

TIF I: FY 2013 Section 4

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (8)]

FY 2013 TIF NAME: Central Business District (Elmhurst TIF 1)

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

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

TIF I: FY 2013 Section 5

SECTION 5 - 65 ILCS 5/11-74.4-5 (f) (3) and 65 ILCS 5/11-74.6-22 (f) (7) (C)

TIF NAME: Central Business District (Elmhurst TIF 1) FY 2013

Enter the number of projects initiated during the reporting period within the redevelopment project area and list those in detail below:

	Initiated to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
TOTAL:			
Under Redevelopment Undertaken (See Section 3.3)	1	\$ 0.000	\$ 0.000
Under Redevelopment Undertaken	1	\$ 0.000	\$ 0.000
Under Redevelopment Undertaken	1	\$ 0.000	\$ 0.000

TIF I: FY 2013 Attachment M

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELMHURST AND ELMHURST PARK DISTRICT, DATED JUNE 4, 2013 (RESOLUTION # 6-30-2013)

A list of all intergovernmental agreements entered into by the municipality in the past year and any existing agreements entered into by the municipality during the reporting period.

Name of Agreement	Description of Agreement	Amount Incurred (est)	Amount Received
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	\$ -	\$ -
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	\$ -	\$ -
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # 6-30-2013)	\$ -	\$ -

Based on the Intergovernmental Agreement listed above, Elmhurst School District #109 received \$2,089,700 in additional property taxes during fiscal year 2013 due to the early release of the original due periods. During FY 2013 (within the 12-year extension period), the City received \$2,102,858 (includes 35A taxes) in property tax increment.

TIF I: FY 2013

TIF I:

Questions.

TIF II: FY 2013

Agenda – TIF II

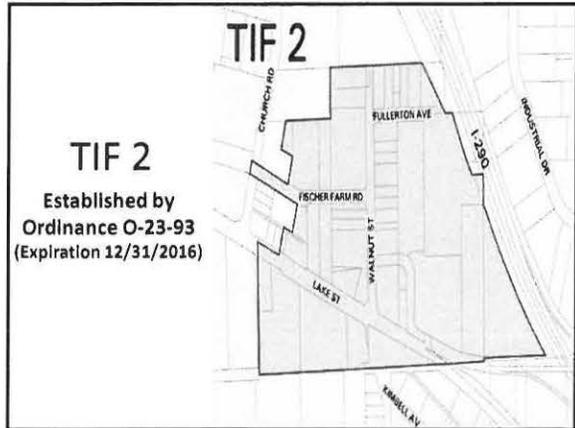
- 1) Call to Order
- 2) Review TIF II – 2013 Annual Report
- 3) Adjournment

TIF II: FY 2013

TIF II – Lake Street

Joint Review Board:

City of Elmhurst – Alderman Mulliner
 Community Unit School District 205
 Elmhurst Park District
 Community College District 502
 The County of DuPage
 Addison Township
 Mr. Kenneth Miller



TIF 2
 Established by
 Ordinance O-23-93
 (Expiration 12/31/2016)

TIF II: FY 2013

Section 3.1

SECTION 3.1 - (65 ILCS 5/11-74.4.5 (b) (5) and 65 ILCS 5/11-74.6-2 (b) (5))

Breakdown of the Balance in the Special Tax Allocation Fund

TIF NAME: Lake Street Redevelopment (Elmhurst TIF 2) **FY 2013**

FUND BALANCE, END OF REPORTING PERIOD: **\$ 1,164,316**

Reporting Year	Commitment	% of Total
2013	1,164,316	100%

Total Amount Designated for Lake Street Redevelopment: **\$ 1,164,316**

TIF II: FY 2013

Section 3.2 A

SECTION 3.2 A - (65 ILCS 5/11-74.4.5 (b) (5) and 65 ILCS 5/11-74.6-2 (b) (5))

Breakdown of the Balance in the Special Tax Allocation Fund

TIF NAME: Lake Street Redevelopment (Elmhurst TIF 2) **FY 2013**

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

Category of Permissible Redevelopment Cost (65 ILCS 5/11-74.4.5 (b) and 65 ILCS 5/11-74.6-2 (b) (5))	Amount	Reporting Fiscal Year
Costs of studies, administration and professional services - full-time (65 ILCS 5/11-74.4.5 (b) (5) and 65 ILCS 5/11-74.6-2 (b) (5))	0	2013
Construction Services (65 ILCS 5/11-74.6-2 (b) (5))	830	2013
Other Expenses (65 ILCS 5/11-74.6-2 (b) (5))	777	2013
TOTAL ITEMIZED EXPENDITURES	\$ 1,607	

TIF II: FY 2013

Section 3.2 B

SECTION 3.2 B - (65 ILCS 5/11-74.4.5 (d) (5) and 65 ILCS 11-74.6-2 (d) (5))

Breakdown of the Balance in the TIF Fund At the End of the Reporting Period

TIF NAME: Lake Street Redevelopment (Elmhurst TIF 2) **FY 2013**

FUND BALANCE, END OF REPORTING PERIOD: **\$ 1,164,316**

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
DuPage County	Surplus Distribution	\$ 41,752.66
DuPage County Forest Preserve	Surplus Distribution	\$ 34,376.14
DuPage Water Commission *	Surplus Distribution	\$ -
DuPage Airport Authority *	Surplus Distribution	\$ 3,639.11
Addison Township	Surplus Distribution	\$ 14,777.38
Addison Township Road	Surplus Distribution	\$ 21,233.45
Elmhurst Public Library	Surplus Distribution	\$ 79,739.11
Elmhurst Park District	Surplus Distribution	\$ 83,297.06
Unit School District #205	Surplus Distribution	\$ 1,039,400.59
Junior College #502	Surplus Distribution	\$ 56,025.47
City of Elmhurst	Surplus Distribution	\$ 125,257.93

* This table is surplus distribution payments to off budget agencies by billing payments. (table \$10,000)

TIF II: FY 2013

Section 3.3

SECTION 3.3 - (65 ILCS 5/11-74.4.5 (d) (5) and 65 ILCS 11-74.6-2 (d) (5))

Breakdown of the Balance in the TIF Fund At the End of the Reporting Period

TIF NAME: Lake Street Redevelopment (Elmhurst TIF 2) **FY 2013**

FUND BALANCE, END OF REPORTING PERIOD: **\$ 1,164,316**

Description of Debt Obligations	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Levied tax, Note Payable dated 11/15/09 (Rate of 4.00%)	\$ 1,700,000	\$ -
Special Revenue Bond Issued 11/15/09	\$ 5,100,000	\$ -
Working Capital Loan	\$ 675,000	\$ -
Subsequent Issuance of 11-15-11 \$6,000,000	\$ 1,500,000	\$ -
Total Amount Designated for Obligations	\$ 3,775,000	\$ -
2. Description of Project Costs to be Paid		
Land Acquired / Land Improvement (1914 Budget)	\$ -	\$ 1,750,000
Total Amount Designated for Project Costs	\$ -	\$ 1,750,000
TOTAL AMOUNT DESIGNATED	\$ -	\$ 1,750,000
SURPLUS/(DEFICIT)	\$ -	\$ (585,684)

TIF III: FY 2013 Section 5

SECTION 5 - 05 ILCS 9/11-74.4-6 (6) (7) (G) and 05 ILCS 9/11-74.0-22 (6) (7) (G)

TIF NAME: Rt. 83/Rt. Charles Road (Eliminated TIF 3) FY 2013

Enter the total amount of projects to be undertaken by the Municipality during the reporting period.

ENTER the total amount of projects to be undertaken by the Municipality during the reporting period.

TOTAL:	11/000 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Capital Investment (Capital Expenditures)	3,000,000	5,000,000	8,000,000
Public Investment (Capital Expenditures)	3,000,000	5,000,000	8,000,000
Other Capital Investment	0	0	0

TIF III: FY 2013

TIF III:

Questions.

TIF IV: FY 2013

Agenda – TIF IV

- 1) Call to Order
- 2) Review TIF IV – 2013 Annual Report
- 3) Adjournment

TIF IV: FY 2013

TIF IV – North York Street

Joint Review Board:

City of Elmhurst - Mayor Morley
 Community Unit School District 205
 Elmhurst Park District
 Community College District 502
 The County of DuPage
 York Township
 Addison Township
 Mr. Kurt Warnke

TIF 4

Tax Increment Financing District 4

Established by
Ordinance O-52-12
 (Expiration 12/31/2035)

TIF IV: FY 2013 Section 3.1

TIF NAME: North York Street (Eliminated TIF 4) FY 2013

Revenue	Disposing Year	Committed	Net Total
Revenue from Disposition	2,000,000	0	2,000,000
Capital Expenditures	0	0	0
Public Expenditures	0	0	0
Other Expenditures	0	0	0
Revenue from Disposition	2,000,000	0	2,000,000
Capital Expenditures	0	0	0
Public Expenditures	0	0	0
Other Expenditures	0	0	0
Total Revenue from Disposition	2,000,000	0	2,000,000
Total Expenditures	0	0	0
Net Total	2,000,000	0	2,000,000

TIF IV: FY 2013 Section 3.2 A

SECTION 3.2.A - (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))

TIF NAME: North York Street (Elmhurst TIF 4) FY 2013

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

Category of Paratransit Redevelopment Cost (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	Amount	Reporting Fiscal Year
1. Costs of labor - wages for the job - including any costs for overtime pay (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	0.00	
2. Consultant Services - Professional and Consultant Fees (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	84,884	
3. Property, materials, and other costs - preparation and construction site improvement - including any costs for site work (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	142,800	
4. Land Acquisition - 300 N. York (5/13/13-12/31/13)	1,775,915	
5. Public Utility Charges - cost of the fee - payment or amount due to any public utility (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	1,000,000	
6. Other Public Improvements - York Street Vanuatu Urban's RDA (5/13/13-12/31/13)	679,800	
7. Training and other costs - non-capital related (65 ILCS 5/11-74.4-4 (d) (5) and 65 ILCS 5/11-74.4-2 (d) (5))	0.00	
8. Line of Credit - Note payable interest (5/13/13-12/31/13)	8,415	
TOTAL ITEMIZED EXPENDITURES	\$ 2,590,794	

TIF IV: FY 2013 Section 3.2 B

SECTION 3.2 B

TIF NAME: North York Street (Elmhurst TIF 4) FY 2013

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
Estimote, Home, LLC/Estimote (12/13-12/31/13)	Professional/Consulting	\$ 25,000.00
Storino, Romella & Durkin (5/13-12/31/13)	Professional/Legal	\$ 30,741.00
Van Slyke Enterprises (5/13-12/31/13)	Professional/Consulting	\$ 10,375.00
David King & Associates (5/13-12/31/13)	Professional/Property Mgmt.	\$ 8,000.00
Kane, McKenna & Assoc. (5/13-12/31/13)	Professional/Consulting	\$ 13,222.50
Pauli Family Partnership (5/13-12/31/13)	Land Acquisition	\$ 1,770,000.00
York Street Ventures (5/13-12/31/13)	RDA - Other Public Improvements	\$ 625,000.00

TIF IV: FY 2013 Section 3.3

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 11-74.4-22 (d) (6))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

TIF NAME: North York Street (Elmhurst TIF 4) FY 2013

FUND BALANCE, END OF REPORTING PERIOD \$ (77,677)

Description of Debt Obligations	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Payable to City of Elmhurst - dated 6/1/13 (65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 11-74.4-22 (d) (6))	\$ 2,386,299	\$ 2,386,299
Total Amount Designated for Obligations	\$ 2,386,299	\$ 2,386,299
Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
2. Description of Project Costs to be Paid		
Redevelopment Agreement/Mat Lane's Project Funds	\$ 625,000	\$ 625,000
Total Amount Designated for Project Costs	\$ 625,000	\$ 625,000
TOTAL AMOUNT DESIGNATED	\$ 3,011,299	\$ 3,011,299
SURPLUS/(DEFICIT)	\$ (1,088,976)	\$ (1,088,976)

TIF IV: FY 2013 Section 4

SECTION 4 - (65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.4-22 (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.

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

Property Acquired by the Municipality Within the Redevelopment Project Area

Property ID	Description of Property
Property (1)	(5/13/13 - 12/31/13)
Street address:	260 N. York Street
Approximate size or description of property:	112 x 164' - PIN 00-00-200-016
Purchase price:	1,770,000.00
Seller of property:	Pauli Family Partnership

TIF IV: FY 2013 Section 5

SECTION 5 - (65 ILCS 5/11-74.4-5 (d) (7) (C) and 65 ILCS 5/11-74.4-22 (d) (7) (C))

TIF NAME: North York Street (Elmhurst TIF 4) FY 2013

List all intergovernmental agreements in effect for FY 2013, in which the municipality is a party, 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) (7) (C))

Name of Agreement	Description of Agreement	Amount Transferred Out	Amount Received
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # R-30-2013)	Declare surplus of 100% of increment starting in year 13; and surplus distribution of \$1.5 from Lake Street TIF II.	\$ -	\$ -

TIF IV: FY 2013 Section 5

SECTION 5 - (65 ILCS 5/11-74.4-5 (d) (7) (C) and 65 ILCS 5/11-74.4-22 (d) (7) (C))

TIF NAME: North York Street (Elmhurst TIF 4) FY 2013

List all intergovernmental agreements in effect for FY 2013, in which the municipality is a party, 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) (7) (C))

Name of Agreement	Description of Agreement	Amount Transferred Out	Amount Received
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # R-30-2013)	Declare surplus of 100% of increment starting in year 13; and surplus distribution of \$1.5 from Lake Street TIF II.	\$ -	\$ -

TIF IV:

Questions.

CITY OF ELMHURST, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
NORTH YORK REDEVELOPMENT FUND

For the Year Ended December 31, 2014

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Over (Under)</u>
REVENUES			
Taxes			
Property tax	\$ 50,000	\$ 94,196	\$ 44,196
Interest	-	4	4
Miscellaneous - rental income	25,000	16,968	(8,032)
	<hr/>	<hr/>	<hr/>
Total revenues	75,000	111,168	36,168
	<hr/>	<hr/>	<hr/>
EXPENDITURES			
Current			
Contractual services			
Professional services	130,000	151,548	21,548
Debt service			
Interest	30,000	27,774	(2,226)
Capital outlay			
Other public improvements	625,000	720,162	95,162
	<hr/>	<hr/>	<hr/>
Total expenditures	785,000	899,484	114,484
	<hr/>	<hr/>	<hr/>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<hr/> (710,000)	<hr/> (788,316)	<hr/> (78,316)
OTHER FINANCING SOURCES (USES)			
Note proceeds	625,000	611,701	(13,299)
	<hr/>	<hr/>	<hr/>
Total other financing source (uses)	625,000	611,701	(13,299)
	<hr/>	<hr/>	<hr/>
NET CHANGE IN FUND BALANCE	<u>\$ (85,000)</u>	<u>(176,615)</u>	<u>\$ (91,615)</u>
FUND BALANCE (DEFICIT), JANUARY 1		<u>(77,677)</u>	
FUND BALANCE (DEFICIT), DECEMBER 31		<u><u>\$ (254,292)</u></u>	

(See independent auditor's report.)
- 125 -

ATTACHMENT K
(TIF IV)

CITY OF ELMHURST, ILLINOIS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

December 31, 2014

	Special Revenue		Capital Projects		Permanent		Total Nonmajor Governmental Funds
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2014A	Working Cash	Glos Mausoleum	
ASSETS							
Cash	\$ 180,901	\$ 391,056	\$ -	\$ -	\$ 3,912	\$ -	\$ 575,869
Investments							
Negotiable certificates of deposit	500,000	-	-	-	989,744	34,538	1,524,282
Receivables							
Property tax	-	-	309,380	-	-	-	309,380
Motor fuel tax allotments	111,107	-	-	-	-	-	111,107
Due from other governments	-	1,170,400	-	-	-	-	1,170,400
Accrued interest	234	-	-	-	1,031	81	1,346
TOTAL ASSETS	\$ 792,242	\$ 1,561,456	\$ 309,380	\$ -	\$ 994,687	\$ 34,619	\$ 3,692,384

ATTACHMENT K
(TIF IV)

**LIABILITIES, DEFERRED INFLOWS
OF RESOURCES, AND FUND BALANCES**

LIABILITIES

	Special Revenue		Capital Projects		Permanent		Total Nonmajor Governmental Funds
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2014A	Working Cash	Glos Mausoleum	
Accounts payable	\$ -	\$ 14,780	\$ 26,540	\$ -	\$ -	\$ -	\$ 41,320
Accrued payroll	33,644	-	-	-	-	-	33,644
Due to other funds	-	-	227,752	-	-	-	227,752
Unearned revenue	-	1,170,400	-	-	-	-	1,170,400
Total liabilities	33,644	1,185,180	254,292	-	-	-	1,473,116

DEFERRED INFLOWS OF RESOURCES

Unavailable revenue - property taxes	-	-	309,380	-	-	-	309,380
Total deferred inflows of resources	-	-	309,380	-	-	-	309,380
Total liabilities and deferred inflows of resources	33,644	1,185,180	563,672	-	-	-	1,782,496

FUND BALANCES

Restricted for working cash	-	-	-	-	994,687	-	994,687
Restricted for streets	758,598	-	-	-	-	-	758,598
Restricted for culture	-	-	-	-	-	34,619	34,619
Restricted for capital projects	-	376,276	-	-	-	-	376,276
Unassigned (deficit)	-	-	(254,292)	-	-	-	(254,292)
Total fund balances (deficit)	758,598	376,276	(254,292)	-	994,687	34,619	1,909,888

**TOTAL LIABILITIES, DEFERRED INFLOWS
OF RESOURCES, AND FUND BALANCES**

\$ 792,242	\$ 1,561,456	\$ 309,380	\$ -	\$ 994,687	\$ 34,619	\$ 3,692,384
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ATTACHMENT K
(TIF IV)

(See independent auditor's report.)

CITY OF ELMHURST, ILLINOIS

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

For the Year Ended December 31, 2014

	Special Revenue		Capital Projects		Permanent		Total Nonmajor Governmental Funds
	Motor Fuel Tax	Stormwater Detention Project	North York Redevelopment Project	Corporate Purpose Project 2014A	Working Cash	Glos Mausoleum	
REVENUES							
Taxes							
Property tax	\$ -	\$ -	\$ 94,196	\$ -	\$ -	\$ -	\$ 94,196
Intergovernmental							
Allotments	1,469,060	-	-	-	-	-	1,469,060
Investment income	2,054	1,689	4	-	2,780	101	6,628
Miscellaneous							
Other	-	18,586	16,968	-	-	-	35,554
Total revenues	1,471,114	20,275	111,168	-	2,780	101	1,605,438
EXPENDITURES							
Current							
Streets	1,280,965	-	-	-	-	-	1,280,965
Redevelopment	-	-	151,548	-	-	-	151,548
Capital outlay	-	119,792	720,162	-	-	-	839,954
Debt service							
Interest, fiscal charges, and other	-	-	27,774	23,324	-	-	51,098
Total expenditures	1,280,965	119,792	899,484	23,324	-	-	2,323,565
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	190,149	(99,517)	(788,316)	(23,324)	2,780	101	(718,127)

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 2014A	Working Cash	Glos Mausoleum	
OTHER FINANCING SOURCES (USES)							
Issuance of bonds	\$ -	\$ -	\$ -	\$ 1,377,597	\$ -	\$ -	\$ 1,377,597
Premium (discount) on bonds issued	-	-	-	47,606	-	-	47,606
Payment to escrow agent	-	-	-	(1,425,203)	-	-	(1,425,203)
G.O. note proceeds	-	-	611,701	-	-	-	611,701
Transfers in	-	-	-	23,298	190,619	-	213,917
Total other financing sources (uses)	-	-	611,701	23,298	190,619	-	825,618
NET CHANGE IN FUND BALANCES	190,149	(99,517)	(176,615)	(26)	193,399	101	107,491
FUND BALANCES (DEFICIT), JANUARY 1	568,449	475,793	(77,677)	26	801,288	34,518	1,802,397
FUND BALANCES (DEFICIT), DECEMBER 31	\$ 758,598	\$ 376,276	\$ (254,292)	\$ -	\$ 994,687	\$ 34,619	\$ 1,909,888

ATTACHMENT K
(TIF IV)

(See independent auditor's report.)



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

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

The Honorable Mayor
Members of the City Council
City of Elmhurst, Illinois

We have examined management's assertion that the City of Elmhurst, Illinois (the City) 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 December 31, 2014. As discussed in that representation letter, management is responsible for the City's 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 December 31, 2014, 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.

Naperville, Illinois
May 19, 2015

INTERGOVERNMENTAL AGREEMENTS
FY 2014

A list of all intergovernmental agreements in effect in FY 2014, 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 the City of Elmhurst and Elmhurst School District #205, dated April 2, 2013 (Resolution # R-17-2013)	Declare surplus of 10% of increment starting in year 11; maximum \$6 million reimbursement to District #205 for TIF 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.	\$ -	\$ -
Intergovernmental Agreement between the City of Elmhurst and Elmhurst Park District, dated June 4, 2013 (Resolution # R-30-2013)	Declare surplus of 10% of increment starting in year 11; and surplus distribution of \$1.5 from Lake Street TIF II.	\$ -	\$ -