

AN ORDINANCE AUTHORIZING
THE EXECUTION OF A REDEVELOPMENT AGREEMENT

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. authorizes municipalities that have adopted tax increment allocation financing within a duly authorized and approved redevelopment area may, pursuant to and in furtherance of a redevelopment plan, enter into redevelopment agreements with entities proposing to develop projects within such a redevelopment area, which agreements may authorize the use of tax increment to pay redevelopment project costs in connection with such projects; and

WHEREAS, the redevelopment agreement attached hereto as Exhibit A proposes the use of tax increment by the Village to defray certain redevelopment project costs with respect to environmental remediation and demolition within a Village-approved redevelopment area and in furtherance of a Village-adopted redevelopment plan, upon such terms and conditions as are set forth therein.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS; THAT
:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2: AUTHORIZATION. The Village President and Clerk are hereby respectively authorized and directed to execute and attest to the execution of an agreement in substantially the form attached hereto as Exhibit A.

SECTION 3: SEVERABILITY. That the various provisions of this Resolution considered severable and if any part or portion of this Resolution held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION 4: CONFLICTS. All prior Resolutions, or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 5: REPEALER. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law

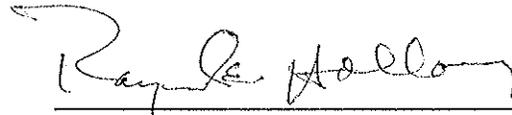
PASSED this 19th day of March, 2008 with 4 members voting aye, 0 members voting nay, the President N/A voting, with 1 members abstaining or passing and said vote being:

Linda S. Palmiter
Michele Annerino
Andy Goitia

AYE
AYE
ABSENT

Dr. Edward McCartan
John Noak

AYE
AYE



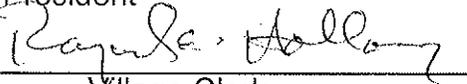
Raymond Holloway, Village Clerk

APPROVED THIS 19TH DAY OF MARCH, 2008.



John Noak
Village President

Attest:



Village Clerk

Development Agreement

Prepared by and Return to
Village of Romeoville
Dawn Caldwell
13 Montrose Dr.
Romeoville, IL 60446

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of the 19 day of March, 2008, by and between the VILLAGE OF ROMEOVILLE, an Illinois Home Rule municipality, Will County, Illinois, and Harris Bank Joliet, not individually but as trustee under trust no. N/A and Steve Spandonidis.

DEFINITION OF GENERAL TERMS

For the purpose of this Agreement, the following terms shall have the meanings as hereinafter indicated:

A. **"Act"**: Shall mean the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1 et. seq., including all amendments thereto.

B. **"Agreement"**: Shall mean this Agreement, as amended or supplemented at the time in question.

C. **"Developer"** Shall mean Harris Bank Joliet, not individually but as trustee under trust no. N/A and Steve Spandonidis.

D. **"Marquette Redevelopment Project Area"**: Shall mean that tract of land sometimes also hereinafter referred to as the Marquette TIF District as approved and adopted by Ordinance No. 2010-89, and as supplemented and affirmed by Ordinance No. 05-0238 and by Ordinance No. 07-N/A.

E. **"Marquette Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Plan and Project for the Marquette Tax Increment Finance Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 2009-89, as amended by Ordinance No. 05-0237.

F. **"Redevelopment Improvements"**: Shall mean the performance of remedial work necessary to remove underground environmental contamination and the demolition of structures described more fully in Exhibit A hereto, in compliance with the applicable ordinances of the Village, subject to the terms and conditions hereof .

G. **"Downtown Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Area Redevelopment Plan and Project for the Downtown Area Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 05-0241, ~~as amended, supplemented or modified by Ordinance No. 07-~~ N/A .

H. **"Downtown Redevelopment Project Area"**: Shall mean that tract of land sometimes also referred also referred to herein as the "Downtown TIF District" as approved and adopted by Ordinance No. 05-0240, ~~as amended, supplemented or modified by Ordinance No. 07-~~ N/A .

I. **"Redevelopment Project Costs"**: Shall mean those redevelopment project costs defined in Section 11-74.4-3(q) of the Act.

J. **"Redevelopment Site"**: Shall mean the tract of land legally described in Exhibit B hereto.

K. **"STAF"**: Shall collectively mean and refer to both of the Special Tax Allocation Funds respectively established by the Village in connection with Marquette TIF District and the Downtown TIF District to receive deposits of Tax Increment from each of such TIF Districts, in accordance with the Act.

L. **"Village"**: Shall mean the Village of Romeoville, a home rule municipal corporation located at 13 Montrose Drive, Romeoville, Will County, Illinois.

- PREAMBLE -

DESIGNATION OF REDEVELOPMENT

PROJECT AREA

A. Adoption and Qualification as a TIF:

1. Marquette TIF District. By Ordinance Nos. 2009-89 and 2010-89, both passed June 6, 1989, (as the same have subsequently been amended, affirmed and/or supplemented by Ordinance Nos. 05-0238 and 05-0237 adopted on January 10, 2005) the Village designated the Marquette TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such portion sometimes referred to herein as "Tax Increment") shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof.

2. Downtown TIF District. By Ordinance Nos. 05-0240 and 05-0241, both passed January 10, 2005, ~~as amended, affirmed and/or supplemented by Ordinances Nos. 07-~~ N/A and 07-N/A, Village designated the Downtown TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of

each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such portion sometimes referred to herein as “Tax Increment”) shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof.

3. Contiguity of Marquette TIF District and Downtown TIF District; Payment of Redevelopment Project Costs. The Marquette TIF District and Downtown TIF District are contiguous to one another, and, in accordance with the Act, Tax Increment received from either such TIF District may be used to pay Redevelopment Project Costs incurred in the other contiguous TIF Districts, but the total amount of such Tax Increment so used, when added to other amounts used to pay Redevelopment Project Costs within the relevant TIF District, shall not exceed the total Redevelopment Project Costs set forth in the Redevelopment Plan therefor.

B. **Objectives:** The reasons for establishing the Downtown Redevelopment Project Area and the Marquette Redevelopment Project Area are to encourage development of vacant sites and reactivation of certain improved, but unused, sites located therein for the general benefit of the public, users of facilities located within the Downtown Redevelopment Project Area or the Marquette Redevelopment Project Area, and local residents.

C. **Incentives:** To achieve the aforementioned objectives, and to realize the resultant benefits, the Village will provide specific incentives (as hereinafter described) to the Developer, in exchange for the Developer’s completion of the Redevelopment Improvements, all as more fully set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore, and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONSTRUCTION OF

REDEVELOPMENT IMPROVEMENTS

1.1 **Developer to Construct Redevelopment Improvements:** In consideration of the incentives provided by the Village as hereinafter described, the Developer shall (i) on or before April 19, 2008, retain a qualified environmental remediation firm acceptable to the Village to perform all required environmental contamination remediation work on and within the Redevelopment Site required for the issuance of a “No Further Remediation” letter by the Illinois EPA, (ii) on or before May 19, 2008, cause all existing buildings and structures (including but not limited to all existing signage) currently located on the Redevelopment Site to be demolished, with the remains thereof existing after demolition to be removed from the Redevelopment Site and disposed of in a lawful manner, and the surface grade of the Redevelopment Site to thereafter be graded level and surfaced with gravel or surfaced in some other manner approved by the Village, all in accordance with the applicable ordinances and requirements of the Village, and (iii) obtain the issuance of a “No Further Remediation” letter from the Illinois EPA with respect to environmental contamination of the Redevelopment Site on or before September 19, 2008.

1.2 **Developer to Maintain Redevelopment Site in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances:** Developer and its successors and

assigns shall, at all times occupy, use and maintain the Redevelopment Improvements in conformance with all applicable laws, ordinances, and regulations.

ARTICLE II

DEVELOPMENT INCENTIVES

2.1 **Redevelopment Project Cost Advancement:** The Village has entered into this Agreement in furtherance of the Downtown Redevelopment Plan, and, directly in connection therewith, agrees to advance to Developer from the STAF a portion of the Developer's costs in acquiring the Redevelopment Site and/or constructing the Redevelopment Improvements in a total amount not to exceed the sum of \$80,000.00, as Redevelopment Project Costs thereunder, in the manner hereinafter set forth, but subject at all times to the availability of such amount in the Village's STAF. Such advancements shall be made separately with respect to the environmental remediation component of the Redevelopment Improvements and the demolition component of the Redevelopment Improvements, and shall be made as follows: a) With respect to the environmental remediation component of the Redevelopment Improvements, and subject to Developer's presentation to Village of a contract with a qualified environmental remediation contractor acceptable to the Village, Village shall periodically directly remit to Developer's qualified environmental remediation contractor the amount of each invoice for work performed on the Redevelopment Improvements by such contractor as the same are generated from time to time, provided that Village's obligation to make such payments shall not exceed the total sum of \$60,000.00 and shall be conditioned upon Developer's compliance herewith, Developer's compliance with the applicable ordinances of the Village and Developer's compliance with the terms of its Agreement with the environmental remediation contractor retained to remediate the

environmental contamination of the Redevelopment Site. Developer shall be solely and directly responsible for all environmental remediation costs in excess of the amounts to be advanced by Village hereunder and shall as a condition of Village's obligations hereunder promptly pay the same in accordance with its agreement with its environmental remediation contractor; and b) With respect to the demolition component of the Redevelopment Improvements, and subject to Developer's presentation to Village of a contract with a qualified demolition contractor approved by the Village and the issuance of a demolition permit in accordance with the applicable ordinances of the Village, Village shall advance to Developer one-half of the total cost to demolish and lawfully dispose of all debris generated thereby of all buildings, structures and other improvements existing on the Redevelopment Site as of the date hereof, with such advance to be made upon completion of such demolition work and the inspection and approval thereof by the Village, and in an amount not to exceed the sum of \$10,000.00. Developer shall be directly and solely responsible for all demolition costs incurred in excess of Village's advance as herein described.

ARTICLE III

ADDITIONAL DEVELOPER OBLIGATIONS

3.1 **Default by Developer:** Payments to be made by Village to Developer hereunder shall be subject to the availability in the STAF of sufficient funds therefor not otherwise required for the payment of Redevelopment Project Costs or other obligations to which the Village has previously committed itself in accordance with the Act; in the event that the funds necessary to make a payment are not available in whole or in part at the time such payment is due, the Village may defer making the remainder of such advancement and any subsequent advancements until such time as sufficient funds may be available within the STAF. Said payments shall cease entirely upon

the occurrence of any one or more of the following events (which events shall be deemed a breach of Developer's obligations hereunder), or, if such payments have already been already made as of the occurrence of any of such events, shall become immediately reimbursable to the Village STAF, notwithstanding any contrary provision hereof:

a. The Developer (or its successors or assigns) ceases at any time during the term of this Agreement to occupy and operate the Redevelopment Improvements in accordance herewith without the prior written consent of the Village, which shall not be unreasonably withheld;

b. The Developer has sold, assigned, or otherwise transferred the Redevelopment Site during the term of this Agreement without first having obtained the written consent of the Village, which consent shall not be withheld unreasonably; or

c. Developer defaults in the performance or in the observance of, or in compliance with any of its covenants, agreements, or obligations, or breaches or violates any of its representations contained in this Redevelopment Agreement.

3.2 **Reimbursement by Developer:** Not later than the first to occur of (i) Developer's sale of the Redevelopment Site or (ii) Developer's receipt of a building permit for the construction of any building or structure on any portion of the Redevelopment Site, Developer shall reimburse to Village one-half of the total of all sums advanced to Developer to defray environmental remediation costs in accordance with Article 2.1(a) above. Developer acknowledges that Village has the right under this Agreement and under its own ordinances to withhold the issuance of any real estate transfer stamp or building permit applied for in connection with the Redevelopment Site or any portion thereof in the event that such reimbursement is not made, it being further acknowledged by Developer that such reimbursement is a condition to the issuance of such transfer stamp or building

permit.

ARTICLE IV

COMPLIANCE WITH LAW

4.1 **Defense of TIF District:** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of any TIF District of the Village is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the TIF District, and this Agreement, and the Developer shall support and reasonably cooperate with the Village's efforts to this end. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The Village shall not intentionally seek to set aside, or otherwise challenge, its obligations under this Agreement.

4.2 **Opinion of Counsel for Developer:** Prior to adoption of this Agreement by the Village in Ordinance form, Developer shall furnish the Village with an opinion of its counsel stating that to the best of the Developer's knowledge and belief, that the Developer has taken all legally required actions necessary for the approval of this Agreement, and that the performance of the other terms and provisions contemplated by the Redevelopment Agreement are in compliance with all applicable laws, rules, and regulations, federal, state and local.

4.3 **Information Return:** Developer will be requested to complete an annual TIF Allocation Information Return on a form provided by the Village. This return will assist the Village in administering the TIF District. This return will request such information as the Village

shall deem relevant to carrying out the objectives of the Downtown Redevelopment Plan. Timely, truthful, completion and filing of the TIF Allocation Information Return shall be a condition of Developer's receipt of payments hereunder.

4.4 **Prevailing Wage; Non-Discrimination**: In accordance with 820 ILCS 130/1 et. seq., contractors engaged by the Developer shall pay their laborers, mechanics, and other workers the prevailing wage. The prevailing rate of wages means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations, and pensions paid generally in Will County to employees engaged in work of a similar character on public works. Further, the Developer and all contractors engaged by the Developer shall comply fully with all applicable federal, state and local laws or regulations prohibiting discrimination in employment and promoting equal opportunity in employment.

ARTICLE V

NOTICE

5.1 **Form**: All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

If to the Village: Village of Romeoville
13 Montrose Drive
Romeoville, Illinois 60446
Attn: Village Manager

With a copy to: Richard E. Vogel
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the Developer:

With a copy to:

ARTICLE VI

GENERAL

6.1 **Curative Period:** If the Developer shall default in the performance or observance of, or in compliance with, any of its covenants, agreements, and obligations, or breach or violate any of its representations contained in this Agreement, then Developer shall have a ten (10) day period ("Developer's Curative Period") after the date of notice of default from the Village within which time to correct or cure such default, breach, or violation. If, within Developer's Curative Period, Developer cannot cure or correct such default, breach, or violation, then the Village shall be relieved of making any further payments hereunder, in addition to all other remedies available to the Village under the law or otherwise under this Agreement.

6.2 **Incorporation of Recitals:** The definitions and recitals set forth in the Definition of General Terms and Preamble are hereby specifically incorporated into this Agreement.

6.3 **Entire Agreement:** The terms and conditions set forth in this Agreement and its Exhibits supersede all prior oral and written understandings and constitute the entire agreement

between the Village and Developer.

6.4 **Binding Upon Successors in Interest; Term:** This Agreement shall be binding upon the parties hereto and their respective heirs, successors, administrators, assigns, or other successors in interest, for a term commencing on the date first above named, and ending contemporaneously with the termination of the Downtown TIF District.

6.5 **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision.

6.6 **Beneficiary Disclosure.** Village acknowledges that title to the property is held in a land trust and that the trustee thereof shall execute this Agreement with the usual and customary exoneration language utilized by such trusts. As required by Illinois law, Developer discloses that Steve Spandonidis is the sole holder of all beneficial interest in the trust holding title to the Subject Property.

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF ROMEOVILLE

By: John D. Noak
John Noak,
Village President

Attest: Raymond Holloway
Raymond Holloway,
Village Clerk

Developer

Harris Bank Joliet, not individually, but as trustee of

trust no. _____

By: N/A

Attest: _____

Steve Spandonidis
Steve Spandonidis

Attest: _____

02.34.111.010.0000

A PORTION OF BLOCK 5 IN HAMPTON PARK INDUSTRIAL DISTRICT, VILLAGE OF ROMEOVILLE A SUB IN A PORT OF THE S1/2 OF SEC 27, AND A PORT OF THE N1/2 OF SEC 34, T37N-R10E BEING MORE PARTICULARLY DAF: BEG AT THE NW COR OF BLOCK 5 OF SD HAMPTON PARK INDUSTRIAL DIST THC S 0 DEG 56'40" W ALG THE E'LY ROW LN OF HWY 66A, A DSIT OF 194.43; THC N 89 DEG 18'50" E A DIST OF 200 FT; THC N 0 DEG 56'40" E A DIST OF 195.48 FT TO A PT ON THE S'LY LN OF GREENWOOD AVE THC S 89 DEG 00'50" W ALG THE S'LY LN OF GREENWOOD AVE A DIST OF 200.03 FT TO THE POB.

12.02.34.111.009.0000

REMAINDER AFTER DIV PER R84-021624 DAF: THE S 100 FT OF THE FOL DESC PARCEL: A PORTION OF BLOCK 5 IN HAMPTON PARK INDUSTRIAL DISTRICT, VILLAGE OF ROMEOVILLE A SUB IN A PORT OF THE S1/2 OF SEC 27, AND A PORT OF THE N1/2 OF SEC 34, T37N-R10E BEING MORE PARTICULARLY DAF: BEG AT THE NW COR OF BLOCK 5 OF SD HAMPTON PARK INDUSTRIAL DIST THC S 0 DEG 56'40" W ALG THE E'LY ROW LN OF HWY 66A, A DIST OF 194.43; THC N 89 DEG 18'50" E A DIST OF 200 FT; THC N 0 DEG 56'40" E A DIST OF 195.48 FT TO A PT ON THE S'LY LINE OF GREENWOOD AVE THC S 89 DEG 00'50" W ALG THE S'LY LN OF GREENWOOD AVE A DIST OF 200.03 FT TO THE POB.

Request for Village Board Action

Date: 3/13/08

Description/Title: A Resolution Authorizing the Execution of a Redevelopment Agreement

Workshop X Regular X

Summary: The attached agreement authorizes the execution of a redevelopment agreement for the redevelopment of the Danny Boy's and Romeoville Liquor properties along Route 53. Under the agreement, the Village would advance up to \$60,000.00 to offset environmental cleanup costs on the site. Half of this advance would be repaid to the Village upon a sale of the property or upon the issuance of a building permit for the property. The site is currently contaminated from leaking underground tanks adjacent to the site. The Village would contribute a further \$10,000.00 toward the cost of demolishing existing structures. This \$10,000.00 would not be repaid to the Village.

Recommendation / Comments By Other Boards or Commissions:

Action Requested by Village Board: Consider the ordinance

Presenter: Vogel

Dept. Manager: SG

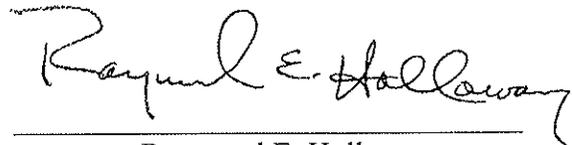
Proofed by: OK

Village Manager: SG

RES08-0915
Date: 3/19/08

A Resolution Authorizing the Execution of a Redevelopment Agreement

Published in Book and Pamphlet Form
This 24th day of March, 2008
By the Corporate Authority of the
Village Of Romeoville

A handwritten signature in cursive script that reads "Raymond E. Holloway". The signature is written in black ink and is positioned above a horizontal line.

Raymond E. Holloway
Village Clerk