

CITY OF COUNTRYSIDE

5550 East Avenue, Countryside, Illinois



ANNUAL TIF COMPTROLLER'S REPORT

May 1, 2013 – April 30, 2014

STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Name of Municipality:	City of Countryside	Reporting Fiscal Year:	2014
County:	Cook	Fiscal Year End:	4 /30 /2014
Unit Code:	016/125/30		

TIF Administrator Contact Information

First Name:	Gail	Last Name:	Paul
Address:	5550 East Avenue	Title:	City Administrator
Telephone:	708-485-2462	City:	Countryside
Mobile		Zip:	60525
Mobile		E-mail	gpaul@countryside-il.org
Mobile		Best way to	☒ X Email
Provider		contact	☐ Mobile
			☐ Phone
			☐ Mail

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of _____

is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

Written signature of TIF Administrator

9-15-14
Date

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

FILL OUT ONE FOR EACH TIF DISTRICT[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

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

FY 2014

Name of Redevelopment Project Area: Countryside Commercial TIF
Primary Use of Redevelopment Project Area*: Commercial/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	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: Countryside Commercial TIF

Fund Balance at Beginning of Reporting Period

\$ (4,179,181)

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ -	\$ 10,199	0%
Land/Building Sale Proceeds			0%
Bond Proceeds	\$ -	\$ 5,000,000	100%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where 'Reporting Year' is populated

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ -

Cumulative Total Revenues/Cash Receipts

\$ 5,010,199 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 1,212,882

Distribution of Surplus

Total Expenditures/Disbursements

\$ 1,212,882

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ (1,212,882)

FUND BALANCE, END OF REPORTING PERIOD*

\$ (5,392,063)

* 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)

\$ (7,623,304)

[illegible]

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)		
Loan Interest	76,546	
Interfund Loan Interest (General Fund)	208,024	
		\$ 284,570
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)		
Utility Relocations	32,331	
		\$ 32,331
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		\$ 1,212,882

FY 2014

FY 2014

TIF NAME: Countryside Commercial TIF

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.

[illegible]

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: Countryside Commercial TIF

FUND BALANCE, END OF REPORTING PERIOD \$ (5,392,063)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Bank Installment Loan Dated 11/1/11	\$ 5,000,000	\$ 1,851,241

Total Amount Designated for Obligations \$ 5,000,000 \$ 1,851,241

2. Description of Project Costs to be Paid		
Estimated Remaining Redevelopment Costs		\$ 140,000
Property Write-Down to White Shirts LLC		\$ 240,000

Total Amount Designated for Project Costs \$ 380,000

TOTAL AMOUNT DESIGNATED \$ 2,231,241

SURPLUS*/(DEFICIT) \$ (7,623,304)

* 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: Countryside Commercial TIF

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

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

Property Acquired by the Municipality Within the Redevelopment Project Area

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

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

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

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

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2014

TIF NAME:

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 <u>NO</u> 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*: _____			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 14,675,000	\$ -	\$ 14,675,000
Public Investment Undertaken	\$ 7,134,985	\$ -	\$ 5,807,550
Ratio of Private/Public Investment	2 5/88		2 49/93

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Harley Properties LLC			
Private Investment Undertaken (See Instructions)	\$ 4,553,000		\$ 4,553,000
Public Investment Undertaken	\$ 1,349,345		\$ 1,349,345
Ratio of Private/Public Investment	3 3/8		3 3/8

Project 2:

New Taco Bell Construction			
Private Investment Undertaken (See Instructions)	\$ 1,400,000		\$ 1,400,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 3:

McDonald's Renovation			
Private Investment Undertaken (See Instructions)	\$ 550,000		\$ 550,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 4:

Hooter's of Countryside			
Private Investment Undertaken (See Instructions)	\$ 2,050,000		\$ 2,050,000
Public Investment Undertaken	\$ 1,458,883		\$ 1,458,883
Ratio of Private/Public Investment	1 15/37		1 15/37

Project 5:

Andy's Frozen Custard			
Private Investment Undertaken (See Instructions)	\$ 800,000		\$ 800,000
Public Investment Undertaken	\$ -		\$ -
Ratio of Private/Public Investment	0		0

Project 6:

Texas Roadhouse			
Private Investment Undertaken (See Instructions)	\$ 2,649,000		\$ 2,649,000
Public Investment Undertaken	\$ 1,540,501		\$ 1,540,501
Ratio of Private/Public Investment	1 59/82		1 59/82

Project 7: Multi Tenant Building Lot 3A			
Private Investment Undertaken (See Instructions)	\$	2,673,000	\$ 2,673,000
Public Investment Undertaken	\$	1,458,821	\$ 1,458,821
Ratio of Private/Public Investment		1 5/6	1 5/6

Project 8: Outlots			
Private Investment Undertaken (See Instructions)	\$	-	
Public Investment Undertaken	\$	1,327,435	
Ratio of Private/Public Investment		0	0

Project 9:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 12:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 13:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 15:			
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: Countryside Commercial TIF

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
2009	\$ 19,639,475	\$ 14,853,174

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

 X The overlapping taxing districts did not receive a surplus.

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

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
	250		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

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

--

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



Ed Krzeminski
MAYOR

Sharon Sweeney
CITY CLERK

Steven W. Jasinski
TREASURER

ALDERMEN
James N. Jasinski
Sean McDermott
Karen Michalczyk
Scott Musillami
Robert J. Pondelicek
John Von Drasek

ATTACHMENT "B"

Mayor Certification that municipality has complied with all requirements of the Act during the fiscal year.

I, Edward Krzeminski, the duly elected Mayor of the City of Countryside, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the City of Countryside complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning May 1, 2013 and ending April 30, 2014.

Edward Krzeminski
Mayor

Date

CITY OF COUNTRYSIDE
COMMERCIAL TAX INCREMENT FINANCING DISTRICT
FISCAL YEAR 5/1/13 – 4/30/14

ATTACHMENT “C”
Opinion of legal counsel that municipality is in compliance
with TIF Act

COMMENT:

Legal opinion from Klein, Thorpe & Jenkins LTD attached.



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Chicago, Illinois 60606-2903
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tpbayer@ktjlaw.com
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15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
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MEMORANDUM

TO: Taxing Districts Affected by the
City of Countryside's Commercial TIF District

**RE: City of Countryside
Commercial Tax Increment Financing District**

Ladies and Gentlemen:

This opinion is being delivered pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter the "Act") and, more specifically, 65 ILCS 5/11-74.4-5(d)(4).

Please be advised that our office serves as Special TIF Counsel for the City of Countryside, Cook County, Illinois (hereinafter the "City"). On December 8, 2010, the City adopted by Ordinance Tax Increment Financing for its City of Countryside Commercial TIF District Redevelopment Project Area, and by separate Ordinance authorized the Cook County Clerk to annually certify and cause to be paid to the City incremental tax revenues generated by the above-captioned Tax Increment Financing District.

In rendering this opinion, we have examined and considered such public records, proceedings and related matters of and with respect to the City as we deemed necessary. Based on the foregoing, and on such other information and documents as we believe necessary to enable us to render this opinion, we are of the opinion that:

1. The City is a municipality duly constituted and validly existing under the Constitution and laws of the State of Illinois; and
2. As of April 30, 2014, the close of the City's 2013-2014 fiscal year, to the best of our knowledge and belief, the City was in compliance with the provisions of the Act.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Thomas P. Bayer

cc: Mayor and City Council
Gail Paul, City Administrator
Steve Drazner, Finance Director

ATTACHMENT “D”

Activities undertaken in furtherance of the objectives of the redevelopment plan during the fiscal year

COMMENT:

See attached narrative describing work completed on City Center detention pond, roadway, and parking lot.

ATTACHMENT D

COUNTRYSIDE CITY CENTER OUTLOT DESCRIPTIONS

Outlot A: Consists of the construction of the common parking area and landscape islands located in the northeast area of the subdivision, just east of Lot 2. The scope of work included storm sewer construction, miscellaneous utility construction, concrete curb & gutter construction, aggregate base course construction, hot-mix asphalt binder and surface course construction, pavement marking line installation, sign installation, site lighting installation, fence installation, site landscaping, and all pertinent construction.

Outlot B: Consists of the construction of the stormwater detention facility located in the southwest area of the subdivision, primarily west of Lot 4. The scope of work included earth excavation, storm sewer construction, flood control structure construction, detention pond construction, pond aerator construction, miscellaneous utility construction, retaining wall construction, guardrail installation, site landscaping, and all pertinent construction.

Outlot C: Consists of the construction of the common roadways within the subdivision. The scope of work included storm sewer construction, miscellaneous utility construction, concrete curb & gutter construction, concrete sidewalk construction, aggregate base course construction, hot-mix asphalt binder and surface course construction, pavement marking line installation, sign installation, roadway lighting installation, site landscaping, and all pertinent construction.

ATTACHMENT “E”

Description of agreements regarding property disposition or redevelopment during the fiscal year

COMMENT:

- A. Agreement terminating the RDA for Countryside Development Partners Lot 3B.
- B. Agreement authorizing 1st amendment to RDA with Countryside Development Partners.

**AGREEMENT TERMINATING THE REDEVELOPMENT AGREEMENT
FOR THE COUNTRYSIDE DEVELOPMENT PARTNERS, LLC
LOT 3B DEVELOPMENT COMPRISING A PART OF THE
COUNTRYSIDE COMMERCIAL TIF DISTRICT
OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This Agreement Terminating the Redevelopment Agreement for the Countryside Development Partners, LLC Lot 3B Development Comprising a Part of the Countryside Commercial TIF District ("Termination Agreement"), dated March 26, 2014, is by and between Countryside Development Partners, LLC ("Developer"), an Illinois limited liability company, and the City of Countryside, an Illinois home rule municipal corporation ("City"). The City and the Developer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Developer and the City entered into a Redevelopment Agreement on April 24, 2013, which was recorded with the Cook County Recorder of Deeds on May 21, 2013 as document 1314139065 ("RDA"), and which sets forth the terms and conditions for, among other things, the acquisition and development of certain City-owned real property (the "Property," as defined in Section I.E. of the RDA, and as legally described on Exhibit A attached hereto and made a part hereof), by the Developer; and

WHEREAS, Section VIII.I. of the RDA required the Developer to, among other things, deposit Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money for the acquisition of the Property by Developer, which deposit the Developer made on May 8, 2013 ("Earnest Money Deposit") into the Chicago Title Insurance Company escrow trust account number 201323615 ("Escrow Account"); and

WHEREAS, Section VI.A. of the RDA required the Developer to, among other things, complete construction of the "Project," as defined in the RDA, no later than December 31, 2013, which deadline the Developer did not meet; and

WHEREAS, Section VII.D., and Exhibit E-1, of the RDA required the Developer to, among other things, submit site geometry to the City so that the City could complete the "City Improvements," as defined in the RDA, which site geometry the Developer never provided to the City; and

WHEREAS, the City sent the Developer a notice of default, on January 8, 2014 ("Notice"), pursuant to Section XVI. of the RDA, relative to the Developer's breach of its material covenants and obligations under Sections VI.A., VII.D., and Exhibit E-1 of the RDA, as set forth above; and

WHEREAS, the Developer claimed, on or around January 22, 2014, that the City was responsible for payment of a mechanic's lien asserted against real property located

in the "Shopping Center," as defined in the RDA ("Lien"), which the City denies it is liable for paying; and

WHEREAS, the Parties desire to resolve any and all disputes by and between them, that have arisen out of, or may arise out of, the RDA, the Notice, and the Lien; and

NOW THEREFORE, in consideration of the foregoing, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the City and the Developer acknowledge and agree as follows:

I. INCORPORATION OF RECITALS

The Recitals above are incorporated as though fully set forth herein.

II. TERMINATION OF RDA

A. **Termination.** The RDA is hereby terminated, and shall be deemed null and void. Neither the City nor the Developer shall have any further rights or obligations as to the other as set forth in the RDA.

B. **Recording.** The City may record this Termination Agreement against title to the Property.

III. DISBURSEMENT OF EARNEST MONEY DEPOSIT

The Parties shall, simultaneously with the execution of this Termination Agreement, execute the letter of direction as set forth in **Exhibit B** attached hereto and made a part hereof, to return the Earnest Money Deposit in the Escrow Account to the Developer.

IV. UNCONDITIONAL MUTUAL RELEASE

A. **Developer Release of City.** The Developer, and its members, employees, agents, contractors, successors, assigns, attorneys, executors, insurers and representatives of any kind and all other persons, firms, attorneys or corporations that may claim a right in the RDA on behalf of the Developer, unconditionally release and forever discharge the City, its elected officials, agents, employees, all other persons, firms, attorneys or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that were alleged, or could have been alleged, by the Developer under the RDA, or any lien related to the Property, or the Shopping Center, as defined in Section V.B. of the RDA. The Developer's release in this Section IV.A. includes the release of liens of any type or description, known or

unknown, recorded or unrecorded, regarding any real or personal property in or on the Property, or the Shopping Center, as defined in Section V.B. of the RDA, for which the Developer could seek recovery against the City.

B. **City Release of Developer.** The City, and its successors, assigns, attorneys, executors, insurers and representatives of any kind and all other persons, firms, attorneys or corporations that may claim a right in the RDA on behalf of the City, unconditionally release and forever discharge the Developer, and its members, agents, employees, all other persons, firms, attorneys or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the City under the RDA.

V. GENERAL TERMS AND CONDITIONS

A. **Choice of Law and Venue.** This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in the Circuit Court of Cook County, Illinois.

B. **Entire Contract and Amendments.** This Termination Agreement (together with the exhibit attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

C. **No Personal Liability of Officials of the City or the Developer.** No covenant or agreement contained in this Termination Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, City Administrator, any elected official, officer, partner, member, shareholder, manager, director, agent, employee or attorney of the City or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the City or the Developer shall be liable personally under this Termination Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Termination Agreement, or any failure in that connection.

D. **Municipal Limitations.** All City commitments hereunder are limited to the extent required by law.

E. **Effective Date.** The Effective Date for this Termination Agreement shall be the day on which this Termination Agreement is executed on behalf of the City, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be executed on or as of the day and year first above written.

City of Countryside,
an Illinois home rule municipal corporation

By: Edward Krzeminski
Edward Krzeminski, Mayor

ATTEST:

By: Sharon Sweeney
Sharon Sweeney, City Clerk

Countryside Development Partners, LLC,
an Illinois limited liability company

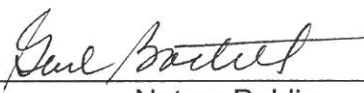
By: [Signature]
_____, Manager

ACKNOWLEDGMENT

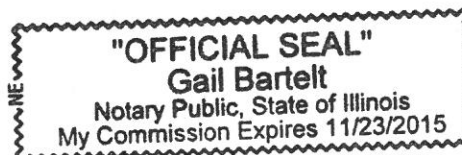
State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26th day of March, 2014.



Notary Public



ACKNOWLEDGMENT

State of Illinois)
) SS
County of Lake)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Louis Schreiber III, personally known to me to be the Manager of Countryside Development Partners, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2nd day of April, 2014.



Marnie Larsen
Notary Public

EXHIBIT A

Legal Description of the Property

LOT 3 (EXCEPT THE NORTH 146.578 FEET, AS MEASURED ALONG THE EAST LINE) IN COUNTRYSIDE CITY CENTER, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

NOW KNOWN AS:

LOT 3B IN COUNTRYSIDE CITY CENTER, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

P.I.N.:

Pt. 18-16-400-039;

Common Addresses:

Part of 5949 South LaGrange Road; and
Part of 6001 South LaGrange Road;
Countryside, Illinois 60525.

EXHIBIT B

**Letter of Direction Regarding Earnest Money Deposit
(attached)**

EXHIBIT B

LETTER OF DIRECTION

To: CHICAGO TITLE AND TRUST COMPANY

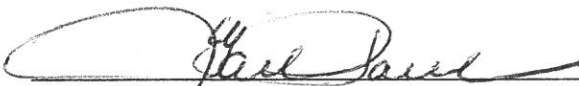
Date: March 21, 2014

Trust No. 201323615

To Whom It May Concern:

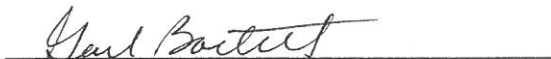
The undersigned hereby authorize and direct you, as Trustee under your above numbered Trust, and not individually, to transfer the entire deposit for the above numbered Trust to Countryside Development Partners, LLC, after deducting any amounts necessary to pay the fees of Chicago Title and Trust Company.

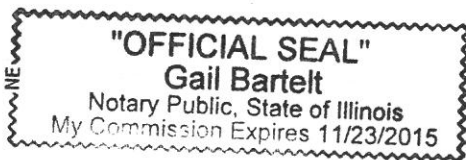
The undersigned hereby certifies and warrant that said change has been approved by the undersigned and that all statements herein are true and correct.



City of Countryside
EIN: 36-6009521
By: Gail Paul
Its: City Administrator

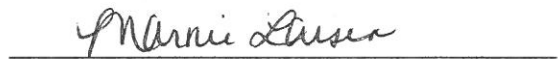
Subscribed and sworn to before me
me
this 21 day of March, 2014.

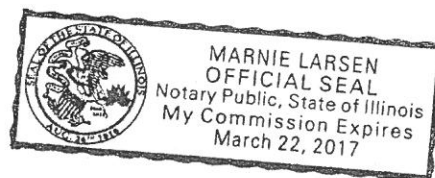

Notary Public



Countryside Development Partners, LLC
EIN: 46-1193132
By: Louis Sch. La
Its: Manager

Subscribed and sworn to before
this 19th day of March, 2014.


Notary Public



**Wire Instructions For Countryside Development
Partners LLC**

Lakeside Bank
2800 N. Ashland Ave
Chicago, IL 60657

ABA Routing #: 071 001 504

Account Name: Countryside Development Partners LLC

Address: 2150 E. Lake Cook Rd Ste 820 Buffalo Grove, IL 60089

Account Number: 5000022532

Miscellaneous Information:

EXHIBIT 1-A

Legal Description of the Countryside Commercial TIF District

THAT PART OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LAGRANGE ROAD, ALSO BEING THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 16, AND THE CENTERLINE OF JOLIET ROAD AS ESTABLISHED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG SAID CENTERLINE OF JOLIET ROAD TO IT'S INTERSECTION WITH THE SOUTH EXTENSION OF A LINE THAT IS 129.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF THE WEST 912.00 FEET OF LOT 10 IN SCHOOL TRUSTEES SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 322.07 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 12.45 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 254.24 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 672.65 FEET OF SAID LOT 10; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS WEST 311.45 FEET ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF THE EAST 428 FEET OF THE WEST 912 FEET OF SAID LOT 10; THENCE NORTH ALONG THE LAST DESCRIBED LINE 195.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 00 SECONDS EAST 428 FEET TO A POINT ON THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE OF THE WEST 912.00 FEET OF SAID LOT 10 TO THE NORTH LINE OF THE PUBLIC ROAD COMMONLY KNOWN AS 59TH STREET, IN STOUFFER'S SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF LOT 53 IN SAID STOUFFER'S SUBDIVISION; THENCE NORTH, ALONG THE SAID EAST LINE OF LOT 53 TO THE EAST EXTENSION OF A LINE THAT IS 148.592 FEET SOUTH OF THE NORTH LINE OF LOT 55 IN SAID STOUFFER'S SUBDIVISION; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE THAT IS 79.00 FEET WEST OF THE EAST LINE OF LOTS 55 AND 54 IN SAID STOUFFER'S SUBDIVISION ; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 58TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOTS 19, 20, 21 & 22 IN SAID STOUFFER'S SUBDIVISION, THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE PUBLIC ROAD KNOWN AS 57TH STREET IN SAID STOUFFER'S SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH EXTENSION OF THE EAST LINE OF LOT 1 IN AUTOBARN MADZA PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST

DESCRIBED LINE TO THE SOUTH LINE OF DAVID M. OPAS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 20991969 IN COOK COUNTY, ILLINOIS; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF SILHAVY'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 14307222 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF 56TH STREET; THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE INTERSECTION OF THE SOUTH EXTENSION OF THE WEST LINE OF SODERBERG'S GARDENS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 9620595; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION; THENCE WEST ALONG THE WEST EXTENSION OF THE NORTH LINE OF SAID SODERBERG'S GARDENS RESUBDIVISION TO THE EAST LINE OF THE WEST 347.21 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 250.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE EAST LINE OF THE WEST 167.00 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SECTION 16; THENCE WEST ALONG THE LAST DESCRIBED LINE TO THE WEST LINE OF LAGRANGE ROAD; THENCE SOUTH ALONG THE WEST LINE OF LAGRANGE ROAD TO THE NORTH LINE OF 61ST STREET AS DEDICATED BY DOCUMENT NO. 23805144; THENCE WEST ALONG THE LAST DESCRIBED LINE 25.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF LAGRANGE ROAD 66.00 FEET TO THE WEST LINE OF LAGRANGE ROAD AS WIDENED; THENCE SOUTH ALONG THE LAST DESCRIBED LINE TO THE SOUTH LINE OF LOT 11 IN SAID SCHOOL TRUSTEES SUBDIVISION IN SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE LAST DESCRIBED LINE TO A LINE 312.00 FEET WEST OF THE CENTERLINE OF LAGRANGE ROAD; THENCE SOUTH ALONG THE LAST DESCRIBED LINE AND IT'S SOUTH EXTENSION TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF JOLIET ROAD; THENCE NORTHEASTERLY ALONG THE LAST DESCRIBED LINE TO THE CENTERLINE OF LAGRANGE ROAD; THENCE NORTH ALONG SAID CENTERLINE OF LAGRANGE ROAD TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PINs: 18-16-200-002, -004, -025, -031, -033, -034, -035, -036 and -039;
18-16-204-011, -028, -029, -030, -031 and -036; 18-16-208-003, -023, -024, -036
and -037; 18-16-210-003, -004, -014, -020, -021, -022 and -023; 18-16-302-012;
18-16-400-010, -011, -015, -016, -019, -020, -023, -025, -027, -028 and -029;

General Street Location: The proposed TIF District takes in the LaGrange Road corridor from 55th Street to the North to Joliet Road to the South. It consists primarily of the improved areas along the Eastern side of LaGrange Road, as well as certain parcels along Joliet Road.

EXHIBIT 1-B

Depiction of the
Countryside Commercial TIF District

(see attached)



EXHIBIT 2

The First Amendment to
The Redevelopment Agreement

(attached)

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR
THE COUNTRYSIDE DEVELOPMENT PARTNERS, LLC DEVELOPMENT
COMPRISING A PART OF THE COUNTRYSIDE COMMERCIAL
TIF DISTRICT OF THE CITY OF COUNTRYSIDE, ILLINOIS**

This First Amendment to Redevelopment Agreement (the "First Amendment") is made and entered into as of the ____ day of _____, 2013 by and between the City of Countryside, Illinois, an Illinois home rule municipal corporation (the "City") and Countryside Development Partners, LLC, an Illinois limited liability company (the "Developer"). (The City and the Developer are sometimes referred to herein collectively as the "Parties.")

WITNESSETH

WHEREAS, pursuant to Ordinance No. 12-65-O, adopted October 17, 2012, the City approved a "Redevelopment Agreement for the Countryside Development Partners, LLC Development Comprising a Part of the Countryside Commercial TIF District of the City of Countryside, Illinois," dated October 17, 2012, with the Developer (the "Redevelopment Agreement"); and

WHEREAS, the City and the Developer desire to amend certain provisions of the Redevelopment Agreement relative to the permitted tenants and/or users of the Project (as defined in the Redevelopment Agreement), and to make a technical correction; and

WHEREAS, in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, it is in the best interests of the City and the Developer to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties

hereto, and the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

1. That Section VIII.H. of the Redevelopment Agreement is hereby amended by adding a new subsection 20 thereto, which shall read in its entirety as follows:

“20. T-Mobile, for the LaGrange Road Parcel, subject to Section VIII.K. below.”

2. That Section VIII. of the Redevelopment Agreement is hereby amended by adding a new subsection K. thereto, which shall read in its entirety as follows:

“K. In light of the fact that the City installed a grease trap as part of the City Improvements, to accommodate a restaurant user on the LaGrange Road Parcel, in the event that T-Mobile (which has no use for a grease trap) becomes a tenant and/or user of any portion of the building constructed by the Developer on the LaGrange Road Parcel, the Developer shall reimburse the City, in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), for the City's costs of installing the aforementioned grease trap, prior to the City issuing a certificate of occupancy relative to the building space to be occupied by T-Mobile.”

3. That Section XI.B. of the Redevelopment Agreement is hereby amended by revising the reference therein to, “Certificate of Completion,” to read, “Certificate of Project Completion.”

4. That all portions of the Redevelopment Agreement, not amended hereby, shall remain in full force and effect.

5. This First Amendment shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same First Amendment.

6. The Parties agree to record this First Amendment with the Cook County Recorder's Office, with the Developer paying the recording charges.

7. This First Amendment shall be deemed dated and become effective on the day on which this First Amendment is approved by the City, with said date appearing on page 1 hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

City of Countryside,
an Illinois home rule municipal corporation

By: Edward Krzeminski
Edward Krzeminski, Mayor

ATTEST:

By: Sharon Sweeney
Sharon Sweeney, City Clerk

Countryside Development Partners, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its Manager

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Krzeminski and Sharon Sweeney, personally known to me to be the Mayor and City Clerk of the City of Countryside, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Board of Trustees of said Illinois home rule municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____,
2013.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Manager of Countryside Development Partners, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2013.

Notary Public

ATTACHMENT “H”

Reports or meeting minutes from Joint Review Board

COMMENT:

Joint review board minutes attached from annual meeting held on October 28, 2013.

**JOINT REVIEW BOARD MEETING
PROPOSED COUNTRYSIDE COMMERCIAL
TAX INCREMENT FINANCING DISTRICT (TIF)
CITY OF COUNTRYSIDE
5550 East Avenue**

HELD IN COUNCIL CHAMBERS ON MONDAY, OCTOBER 28, 2013

Mayor Krzeminski called the meeting to order at 3:00 p.m.

Roll Call of JRB Members Present:

Mayor Ed Krzeminski, City of Countryside
Tom Glaser, College of DuPage
David Sellers, Lyons Township High School
Kevin Doyle, Chief of Pleasantview Fire District.
Ed King, Township of Lyons
Mark Burdett, Public Member

JRB Members Absent:

Cook County
LaGrange SD #105

Also Present:

Gail Paul, City Administrator
Sharon Peterson, Assistant City Administrator
Steven Drazner, Finance Director
Bryan Swanson, Community Development Planner
Alderman Robert Pondelicek, City of Countryside
Meiling Lieu, Finance Dept.
Don McGoorty, Countryside resident

Approval of Minutes

Mr. Burdett. moved to approve the minutes of the October 24, 2012 meeting of the Joint Review Board as presented, seconded by Mr. Glaser and carried unanimously.

TIF Overview and Highlights

Finance Director Steven Drazner welcomed the members and provided general TIF information via a Power Point presentation for Countryside TIF for the fiscal year 5-1-12 to 4-30-13. FD Drazner started with a general overview on how TIFs work in Illinois. A TIF provides municipalities with financial options to improve blighted areas. Once adopted, the TIF does not increase or decrease property taxes, but rather reallocates where those property taxes go; all valuations of assessed parcels are frozen for 23 years. During the life of the TIF taxing bodies may continue to levy a property tax against the frozen value of the parcels, while the TIF allows the municipality to capture the incremental property taxes for those assessed valuations which exceed their frozen values. This tax increment may be reinvested in the TIF, thus improving the blighted areas. The Countryside Commercial TIF area runs primarily along the east side of LaGrange Road from Joliet Road to 55th Street.

Review of FY 2013 Annual TIF Report

There has been much activity in the TIF in FY2013. City costs related to sitework for the new City Center totaled slightly under \$2 million. There were also various engineering, consulting, signage and utility relocation costs associated with the project. The largest expense was the loan principal paydown totaling \$3.3 million on the \$5 million loan which the City borrowed to fund all the costs. The paydown of this loan came from the sale of various parcels owned by the City and sold to private developers for redevelopment into retail tax-producing businesses.

The three main private enterprise investors during FY 2013 are Countryside Development Partners, Brandon Realty Ventures and White Shirts LLC. Private investment in the City Center has been estimated at \$6.4 million; including the Harley Davidson Dealership; private investment is estimated at approximately \$10.9 million.

The entire Countryside TIF frozen assessed valuation totaled from 2009 was \$19.6 million; the most recent tax year 2012 assessed valuation was \$14.7 million. The City requested that certain parcels within the City Center be split out into a separate tax code for the purpose of expediting incremental property tax revenue. One slide showed the site plan map with all parcels that comprise the City Center within the TIF district. All parcels within the City Center have been sold for redevelopment except Lot 3B. A synopsis by business was presented as follows:

- Harley Davidson opened in May 2012; estimated business revenues - \$10 million+; they generate sales tax and auto rental tax; they have an estimated 90 employees.
- Texas Roadhouse opened in September 2013; annual sales are estimated at \$3.7 million; the City receives sales tax and local restaurant tax; they have an estimated 100 full-time equivalent employees.
- Starbucks opened in September 2013; they have a drive-thru and employ 15 people; estimated annual sales - \$1.2 million.
- The Vitamin Shoppe opened in September 2013; they have 6 employees and estimated annual sales - \$1.2 million.
- Andy's Frozen Custard expected to open in November 2013 with 20 employees and estimated annual sales - \$1.2 million.
- Hooters of Countryside expected to open in December 2013 with 90 employees and estimated annual sales - \$2 million.
- T-Mobile expected to open in December 2013 with 3 employees and estimated annual sales - \$850,000.

Finally, the City owns vacant property at 5631 LaGrange Road which used to be a hotel property. This particular vacant lot is located outside the City Center. The City entered into an agreement with Oak Lane Development to exclusively market this property through March 2014.

With that FD Drazner concluded the presentation and asked if there were any questions.

Mr. Glaser asked whether the T-Mobile is bringing in new business or taking business from another location. Mr. Drazner believes it will be mostly new business but it may capture some business from other mobile service providers. Mayor Krzeminski stated that the closest T-Mobile is not a stand-alone store and also mentioned that this has been a dynamic year for Countryside with the hope to increase revenue in FY 2014 and beyond. He thanked Mr. Drazner for having an excellent presentation. There were no other questions.

Review of FY 2013 TIF Comptroller Report

Mr. Drazner reviewed the Financial Summary. Section 3.1 - beginning fund balance was under \$1.8 million; there was no revenue other than interest income and slightly less than \$6 million in expenditures. For FY13 the fund balance went from \$1.8 million to a negative \$4.2 million due to the costs in redeveloping the parcels and no tax increment yet being collected.

Section 3.2A summarizes expenses by category. Section 1 - \$292,000 in engineering costs; \$127,000 in legal fees; site preparation - about \$1.9 million. Section 8 reveals the principal loan paydown of \$3.2 million, plus \$114,000 in interest. Signage was \$165,000; all expenses combined totaled approximately \$5.9 million.

Section 3.2B is a list of all those expenses by vendor exceeding \$10K. The largest vendor expense was payment on a loan from MB Financial of \$3.3 million. The next largest expense was site work - Schwartz Excavating for \$1.9 million. The third largest expense was to Novotny & Associates for Engineering fees - \$332,000.

Section 3.3 – FD Drazner explained that this schedule was important because it summarizes future obligations of the TIF. The ending fund balance as of 4-30-13 was a negative \$4.1 million; future liabilities include approximately \$1.9 million remaining on the bank loan and future redevelopments costs of \$905,000. The City also wrote down the market value of property sold to Andy's Frozen Custard by an estimated \$240,000, which may also be considered a future obligation of the TIF. After subtracting out all future obligations, the projected TIF fund balance is estimated to be a negative \$7.2 million.

Section 5 –summarizes the City's total investment versus private investment. Total private investment through 4-30-13 was \$12.8 million; total (public) City investment is \$6.1 million – almost a 2:1 ratio. The breakdown per project is included in the report.

Section 6 is the final page of the financial summary report. One important piece of information previously discussed was the frozen base value of all property within the TIF

District of \$19.6 million in 2009; the most recent assessed valuation for these properties was \$14.7 million – about \$5 million less. This is the reason that certain parcels had to be segregated under a different tax code in order to start collecting tax increment as soon as possible. The total number of jobs at the City Center has been estimated at 241– which is a big positive for the City. In time assessed valuations in the TIF should hopefully exceed the frozen value to maximize incremental revenues. There are various attachments such as redevelopment agreements and ordinances, but this level of detail will not be reviewed unless there are specific questions. The entire packet is also available to the public as a consolidated PDF document on the State of Illinois Comptroller's website. At this time the City will take any questions or comments from JRB members or others present.

Mr. Sellers stated that no property tax increment was generated in FY13. How many years before that happens? Mr. Drazner stated that because some of the parcels were split out, he expects some increment in FY14 will be collected and reported in next year's report.

Mr. Glaser asked when the negative \$7.2 million fund balance might be eliminated. Mr. Drazner stated that it may be several years –depending on how properties are valued by the County. The redeveloped properties will eventually be valued at more than the frozen values but one cannot predict by how much more. There are several variables in determining assessed valuation of properties, including the overall economic climate. There was some discussion that in general assessed valuations have decreased around 25% across the board since the recession started in 2009. TIF properties have not been an exception. Some buildings within the TIF were demolished, which have further reduced the valuations. Mayor Krzeminski added that the TIF was adopted after the property was purchased, not before, which had some bearing on it. Chief Doyle stated that his area covers six communities – the collective EAV of those communities has dropped about 22%. Mr. Sellers echoed the same.

City Admin. Ms. Paul stated that everyone realizes these are unique times. This is the eighth time she has dealt with a TIF district and has never seen declines in the EAV after the TIF began. The County does allow for projects to develop new tax IDs, which the City has done for the City Center and for Andy's. There is one last big project to develop – the vacant site at 57th and LaGrange Road. There is a Memorandum of Understanding and the City is waiting for the developer to come back with different proposals. The Mayor added that the City purchased that parcel in 2004. Several proposals were attempted, none fulfilled.

Ms. Paul stated that there is one outstanding lot to be developed in the City Center – there is a redevelopment agreement for a three-tenant building on Lot 3B. The developer was not able to close the lease and sought new tenants; the City has made a counter proposal. The RDA states that the building must be constructed by 12-31-13 – which is impossible at this time. The City Council must decide whether to stay with this developer and build next year, or to market it; it is a $\frac{3}{4}$ acre lot. This property can be sold, which should offset the remaining balance on the \$5 million loan.

There were no other questions or comments from the parties. Mayor Krzeminski stated that everyone hopes next year will be successful. He noted the increased tourism promoted by the Illinois Harley Davidson sponsoring motorcycle events during the year – with one event for firefighters / paramedics which totaled 150 riders. Mr. Burdett congratulated the City Staff present on doing an excellent job in working with the numerous TIF district details and for all the effort FD Drazner put into the presentation.

There was no further business to discuss, Mr. Glaser moved to adjourn the meeting, seconded by Chief Doyle and carried by unanimous voice vote.

Mayor Krzeminski declared the meeting adjourned at 3:40 p.m.

ED KRZEMINSKI, MAYOR

fp

ATTACHMENT “K”

TIF Audited Financial Statements

COMMENT:

April 30, 2014 audited financial statements for City of Countryside Commercial TIF Fund

CITY OF COUNTRYSIDE, ILLINOIS

DRAFT

GOVERNMENTAL FUNDS
BALANCE SHEET

April 30, 2014

	General	Commercial Redevelopment TIF
ASSETS		
Cash and investments	\$ 8,411,596	\$ -
Receivables		
Accounts	446,858	-
Intergovernmental	2,898,285	-
Advances to other funds	5,345,151	-
Prepaid items	-	-
Inventory	7,937	-
TOTAL ASSETS	\$ 17,109,827	\$ -
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		
LIABILITIES		
Accounts payable	\$ 865,973	\$ 21,910
Advances from other funds	-	5,345,151
Accrued payroll	289,214	-
Deposits payable	250,250	-
Retainage payable	-	25,000
Unearned revenue	2,597	-
Total liabilities	1,408,034	5,392,061
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue	483,805	-
Total deferred inflows of resources	483,805	-
Total liabilities and deferred inflows of resources	1,891,839	5,392,061
FUND BALANCES		
Nonspendable		
Advances to other funds	5,345,151	-
Inventory	7,937	-
Prepaid items	-	-
Restricted		
Public safety	-	-
Highways and streets	-	-
Unrestricted		
Assigned for capital projects	-	-
Unassigned	9,864,900	(5,392,061)
Total fund balances	15,217,988	(5,392,061)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	\$ 17,109,827	\$ -

CITY OF COUNTRYSIDE, ILLINOIS

DRAFT

COMMERCIAL REDEVELOPMENT TIF FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2014

	Original Budget	Final Budget	Actual	Variance Over (Under)
REVENUES				
None	\$ -	\$ -	\$ -	\$ -
Total revenues	-	-	-	-
EXPENDITURES				
Current				
Economic development	1,154,000	1,154,000	1,212,880	58,880
Total expenditures	1,154,000	1,154,000	1,212,880	58,880
NET CHANGE IN FUND BALANCE	<u>\$ (1,154,000)</u>	<u>\$ (1,154,000)</u>	(1,212,880)	<u>\$ (58,880)</u>
FUND BALANCE, MAY 1			(4,179,181)	
FUND BALANCE (DEFICIT), APRIL 30			<u>\$ (5,392,061)</u>	