



**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2023**

**Name of Redevelopment Project Area:**

Braidwood TIF District III

**Primary Use of Redevelopment Project Area\*:** Combination/Mixed

\*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

**If "Combination/Mixed" List Component Types:** Commercial/Indust/Residential

**Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):**  
 Tax Increment Allocation Redevelopment Act   
 Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, 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)] <b>If yes, please enclose the amendment (labeled Attachment A).</b> For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions 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)] <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).</b>	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)] <b>Please enclose the CEO Certification (labeled Attachment B).</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)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>		X
Were there 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)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>		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)] <b>If yes, please enclose the Additional Information (labeled Attachment F).</b>	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)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <b>chosen by the municipality</b> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <b>and actual debt service.</b> [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		X
Cumulatively, have deposits of incremental taxes 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)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).</b>		X
A list of all intergovernmental agreements in effect 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)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</b>	X	

**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)] and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

**FY 2023**

**Name of Redevelopment Project Area:**

**Braidwood TIF District III**

**Provide an analysis of the special tax allocation fund.**

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 1,164,980

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 203,041	\$ 750,433	7%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 13,523	\$ 133,486	1%
Land/Building Sale Proceeds		\$ 294,921	3%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 7,444,430	70%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 1,958,599	19%

**All Amount Deposited in Special Tax Allocation Fund** \$ 216,564

**Cumulative Total Revenues/Cash Receipts** \$ 10,581,869 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 122,187

**Transfers to Municipal Sources**  

**Distribution of Surplus**  

**Total Expenditures/Disbursements** \$ 122,187

**Net/Income/Cash Receipts Over/(Under) Cash Disbursements** \$ 94,377

**Previous Year Adjustment (Explain Below)** \$ (136,988)

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 1,122,369

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

**Previous Year Explanation:**

To properly record loss on sale of asset previously held.

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

**FY 2023**

**Name of Redevelopment Project Area:**

**Braidwood TIF District III**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**

**PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Professional Services and costs	27,130	
		\$ 27,130
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
Street Improvements	16,650	
Water System Improvements/Equipment	78,407	
		\$ 95,057

**SECTION 3.2 A  
PAGE 2**

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

**SECTION 3.2 A  
PAGE 3**

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 122,187</b>





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

**FY 2023**

**Name of Redevelopment Project Area:**

**Braidwood TIF District III**

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

X
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Indicate an 'X' if no property was 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:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Braidwood TIF District III**

**PAGE 1**

**Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.**

**Select ONE of the following by indicating an 'X':**

<b>1. NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
<b>2.</b> The municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
<b>2a.</b> The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	2
<b>2b.</b> The total number of <b>NEW</b> projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	1

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 28,456	\$ -	\$ 4,799,147
Ratio of Private/Public Investment	0		0

**Project 1 Name: Warren's Collision Center, Inc.**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 28,456		\$ 34,147
Ratio of Private/Public Investment	0		0

**Project 2 Name: Bauer & D'Orazio, LLC**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 4,765,000
Ratio of Private/Public Investment	0		0

**Project 3 Name:**

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

**Project 4 Name:**

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

**Project 5 Name:**

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

**Project 6 Name:**

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

**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

**FY 2023**

Name of Redevelopment Project Area:

**Braidwood TIF District III**

**SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.**

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

**SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.**

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent
Bauer & D'Orazio, LLC				

**SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.**

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.
Bauer & D'Orazio, LLC		

**SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:**

Project Name	Stated Rate of Return
Bauer & D'Orazio, LLC	

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Braidwood TIF District III**

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

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	
Map of District	



**ATTACHMENT "B"**

**COMMISSIONERS**

Kimberly Earling  
Accounts & Finance  
Warren Wietting  
Public Property  
Ron Wilczak Sr.  
Public Health & Safety  
Dale Walsh  
Streets & Alleys

**CITY OF BRAIDWOOD**

141 West Main Street  
Braidwood, Illinois 60408  
(815) 458-2333  
Fax (815) 458-6074  
www.braidwood.us



**Mayor**  
**Karen Hart**


**City Clerk**  
**Sarah Weaver**

**City Administrator**  
**Tony Altieri**

CERTIFICATION OF  
CHIEF EXECUTIVE OFFICER

The undersigned, Karen Hart, Mayor of the City of Braidwood, Illinois, hereby certifies that the City of Braidwood has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et. seq. during the City's Fiscal Year, May 1, 2022 through April 30, 2023.

Signed the 19 day of MARCH, 2025.

  
City of Braidwood, Illinois

March 18, 2025

Honorable Mayor Karen Hart  
City of Braidwood  
141 West Main Street  
Braidwood, IL 60408

RE: City of Braidwood  
Tax Increment Financing District III  
Fiscal Year 2023

Dear Mayor Hart and Council Members:

As Special Attorney for the City of Braidwood, Illinois, it is my opinion, based upon the information provided to me by the officials of the City and my review of the Ordinances and actions taken by the City Council that the Village has complied with the requirements for the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. This opinion is based upon the review of information prepared, in part, by others and provided to this office. To the best of our knowledge, such information is accurate but we have not independently verified all of such information. This opinion is prepared for and intended for the use of the City Council, its officers and management, and for the Comptroller of the State of Illinois. It is not intended for and should not be used or relied upon by others.

Sincerely,



Herbert J. Klein

Thomas N. Jacob, (Ret.)  
Nicolas P. Nelson

Herbert J. Klein

1701 Clearwater Ave. | Bloomington, IL 61704  
ph 309-664-7777 | fax 309-664-7878

925 Shooting Park Rd., Suite A | Peru, IL 61354  
ph 815-223-7550 | fax 815-223-7577

**BRAIDWOOD TIF DISTRICT III**  
**Fiscal Year 2023**  
**Analysis of Annual Expenditures**

	Year ended April 30, 2023	TOTAL EXPENDITURES
	Expenditure	2012 to 2023
<b>I. Public Projects:</b>		
Water /Sewer Extension & Treatment	\$ 78,407	\$ 3,037,922
a. Transfer to TIF II	\$ 0	\$ 841,000
Water Tower	\$ 0	\$ 10,039
Sanitary Sewer/Lift Station/Treatment	\$ 0	\$ 2,596,194
Storm Sewer/Drainage Facility	\$ 0	\$ 40,575
Streets/Sidewalks/Lighting	\$ 16,650	\$ 1,535,476
Professional/Engineering/Legal	\$ 27,130	\$ 801,669
a. General Fund Transfer	\$ 0	\$ 289,300
Parks & Greenspace Improvements	\$ 0	\$ 0
Building Rehabilitation	\$ 0	\$ 0
Land Held For Sale	\$ 136,988	\$ 136,988
<b>II. Private Projects:</b>		
Commercial Projects I-V	\$ 0	\$ 0
a. Warren's Collision Center, Inc.	\$ 0	\$ 28,456
b. Bauer & D'Orazio, LLC	\$ 0	\$ 0
Commercial General Merchandise I-III	\$ 0	\$ 0
Motel Projects	\$ 0	\$ 0
Convenience Store/Restaurant I	\$ 0	\$ 0
Commercial Restaurant II	\$ 0	\$ 0
Commercial Restaurant III	\$ 0	\$ 0
Commercial Retail Strip	\$ 0	\$ 0
Commercial Motel/Hotel Project	\$ 0	\$ 0
Commercial Storage/Mini Warehouse	\$ 0	\$ 0
Commercial Rehab/Renovations	\$ 0	\$ 0
Industrial Warehouse/Distribution	\$ 0	\$ 0
Light Industrial Project I-IV	\$ 0	\$ 0
Residential Single Family Development	\$ 0	\$ 0
<b>TOTAL</b>	<b>\$ 259,175</b>	<b>\$ 9,317,619</b>
<b>III. Taxing District's Capital Costs:</b>		
Coal City Community School District #1	\$ 0	\$ 0
Reed-Custer School District #255-U(RELEASED)	\$ 0	\$ 2,113
Wilmington School District #209-U	\$ 0	\$ 0
<b>TOTAL</b>	<b>\$ 0</b>	<b>\$ 2,113</b>
<b>IV. Administrative &amp; Professional Services:</b>		
Administrative & Professional	\$ 0	\$ 84,757
IMET Liquidating Trust	\$ 0	\$ 42,194
<b>TOTAL</b>	<b>\$ 0</b>	<b>\$ 126,951</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 259,175</b>	<b>\$ 9,446,683</b>

**CITY OF BRAIDWOOD, ILLINOIS**

ORDINANCE NO. 22-17

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

by and between

**THE CITY OF BRAIDWOOD**

and

**BAUER & D'ORAZIO, LLC**

**BRAIDWOOD TAX INCREMENT FINANCING DISTRICT III**

**ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF BRAIDWOOD, ILLINOIS  
ON THE 31<sup>ST</sup> DAY OF MAY, 2022.**

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**CITY OF BRAIDWOOD, ILLINOIS: ORDINANCE NO. 22-17**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN:  
THE CITY OF BRAIDWOOD AND  
BAUER & D'ORAZIO, LLC**

The Mayor and City Council of the City of Braidwood, Will and Grundy Counties, Illinois (the "City"), have determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the City of Braidwood; therefore, be it ordained as follows:

**SECTION ONE:** The Redevelopment Agreement with Bauer & D'Orazio, LLC attached hereto is hereby approved.

**SECTION TWO:** The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Braidwood is hereby authorized and directed to attest such execution.

**SECTION THREE:** The City enters into this Agreement having made the findings set forth in Section E of the Redevelopment Agreement attached hereto as required by 65 ILCS 5/8-11-20.

**SECTION FOUR:** The Redevelopment Agreement shall be effective the date of its approval on the 31<sup>st</sup> day of May, 2022.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

**PASSED, APPROVED & ADOPTED** by the Corporate Authorities of the City of Braidwood this 31<sup>st</sup> day of May, 2022 and filed in the office of the City Clerk of said City on that date.

MAYOR AND COMMISSIONERS	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Douglas Money	✓		
Jim Mikel	✓		
Warren Wheiting			✓
Fay Smith			✓
Robert Jones, Mayor	✓		
<b>TOTAL VOTES:</b>	<b>3</b>		<b>2</b>

**APPROVED:** *Robert Jones*, Date 6 / 9 / 2022  
Mayor, City of Braidwood

**ATTEST:** *[Signature]*, Date: 6 / 9 / 2022  
City Clerk, City of Braidwood



**BRAIDWOOD, ILLINOIS  
BRAIDWOOD TAX INCREMENT FINANCING  
DISTRICT III**

**REDEVELOPMENT AGREEMENT**

by and between

**CITY OF BRAIDWOOD, ILLINOIS**

and

**BAUER & D'ORAZIO, LLC**

JUNE 9, 2022

---

**BRAIDWOOD, ILLINOIS**  
**BRAIDWOOD TAX INCREMENT FINANCING DISTRICT III**  
**REDEVELOPMENT AGREEMENT**  
by and between  
**CITY OF BRAIDWOOD, ILLINOIS**  
and  
**BAUER & D'ORAZIO, LLC**

**THIS REDEVELOPMENT AGREEMENT**, including Exhibits (the "Agreement"), is entered into this 9<sup>th</sup> day of June, 2022, by the City of Braidwood (the "City"), an Illinois Municipal Corporation, Will and Grundy Counties, Illinois, and Bauer & D'Orazio, LLC, an Illinois Limited Liability Company (the "Developer").

**PREAMBLE**

**WHEREAS**, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property, thereby increasing the tax base of the City and providing employment for its citizens; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

**WHEREAS**, on December 27, 2011, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan (the "Plan") and designated a Redevelopment Area known as **Braidwood Tax Increment Financing District III** (the "TIF District"); and

**WHEREAS**, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, pursuant to 65 ILCS 5/8-11-20, the City has the authority to offer sales tax incentives through an Economic Incentive Agreement to encourage the development or redevelopment of underutilized or undeveloped land within the City limits; and

**WHEREAS**, included in the TIF Redevelopment Project Area is approximately 64 acres of property which has been or will be acquired by the City and conveyed to the Developer, at no cost to the Developer, and is generally located near the Southwest corner of the intersection of E-Z Street and N. Division Street, Braidwood, Illinois, Pin # 02-24-06-400-027 (the "Property"); and

**WHEREAS**, the Developer agrees to proceed with plans to: (1) construct and operate a Chevrolet Auto dealership on approximately 8 acres of the Property (the "Chevrolet Dealership"); (2) construct and operate a Ford auto dealership on approximately 11.7 acres of the Property (the "Ford Dealership"); and (3) undertake certain infrastructure improvements on the remainder of the Property in order to prepare the remainder of the Property for further commercial and retail development, all as set forth in the Site Plan attached hereto as *Exhibit 1* (the "Project"), and all based upon incentives made available by the City; and

**WHEREAS**, it is the intent of the City to encourage economic development which will increase the real estate tax base, which increased taxes will be used, in part, to finance incentives to assist this Developer's Project; and

**WHEREAS**, the Developer's proposed Project is consistent with the City's land use for the Property and is in compliance with local zoning requirements; and

**WHEREAS**, the City has the authority under the TIF Act to incur Redevelopment Project Costs ("TIF Eligible Project Costs") and to reimburse the Developer for such costs; and

**WHEREAS**, the Developer requests that incentives for the Project be provided by the City from incremental increases in real estate taxes generated by the Project, and certain municipal sales taxes of the City, and that such incentives include the reimbursement of TIF Eligible Project Costs incurred in connection with the Project; and

**WHEREAS**, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the TIF Redevelopment Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

**WHEREAS**, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project as set forth in *Exhibit 2* are eligible project costs under the TIF Act and are consistent with the TIF Redevelopment Plan of the City; and

**WHEREAS**, the City shall reimburse the Developer for a portion of its costs to undertake the Project as set forth below; and

**WHEREAS**, the City is entering into this Agreement to induce the Developer to complete the Project on said Property; and

**WHEREAS**, in consideration of the execution of this Agreement and in reliance thereon, the Developer is proceeding with plans to complete the Project as set forth herein.

## DEFINITIONS

**“Municipal Sales Tax Revenues”:** For the purpose of this Agreement, Municipal Sales Tax Revenues shall be defined as the City’s base municipal rate (which is currently One Percent (1%) of all sales) of Retailer’s Occupation Tax (35 ILCS 120/1 *et seq.*), Service Occupation Tax (35 ILCS 115/1 *et seq.*), Use Tax (35 ILCS 105/1 *et seq.*) and Service Use Tax (35 ILCS 110/1 *et seq.*). Furthermore, for the purpose of this Agreement, Municipal Sales Tax Revenues also includes any Retailer’s Occupation Tax generated from the sale of any titled vehicle which is subject to the filing of Illinois Department of Revenue Form ST-556 or Form ST-556-LSE. Municipal Sales Tax Revenues excludes any Home Rule Municipal Retailer’s Occupation Tax (65 ILCS 5/8-11-1), Home Rule Municipal Service Occupation Tax (65 ILCS 5/11-8-5), Home Rule Food and Alcoholic Beverage Tax, Hotel Operators’ Occupation Tax (35 ILCS 145/1 *et seq.*), Municipal Hotel Operators’ Occupation Tax, or any other enacted or future enacted increases or add-ons to municipal sales taxes.

**“Real Estate Tax Increment”:** Shall mean the annual ad valorem taxes, if any, arising from the tax levied upon the Property by any and all taxing districts having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed value of the Property over and above the total initial equalized assessed value of the Property, all as determined by the Will and Grundy County Clerk in accordance with Section 11-74.4-9 of the TIF Act.

**“TIF Eligible Project Costs”:** TIF Eligible Project Costs shall mean all of those redevelopment project costs which are eligible for reimbursement under the TIF Act and are further described in *Exhibit 2* attached hereto.

### A. PRELIMINARY STATEMENTS AND COMMITMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act, unless indicated to the contrary.
3. Subject to paragraph A(11) below, the City shall, within thirty (30) business days after acquiring the Property, or as soon as is practicable under applicable law, convey the Property to the Developer at no cost to the Developer.
4. The Developer agrees to undertake the Project as soon as is practicable.
5. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision, and building codes. Failure to cure the violation of such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in default and

unilaterally terminate the Agreement, except where such failure is not reasonably susceptible to cure within such thirty (30)-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such thirty (30)-day period and continues to diligently prosecute the same to completion.

6. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
7. As a condition of the Agreement, the Developer shall provide a letter from a financial institution having assets of Ten Million Dollars (\$10,000,000) or more attesting to the financial strength of Developer as required by 65 ILCS 5/8-11-20 *et seq.*
8. The Parties agree that the Developer shall complete the Ford Dealership and Chevrolet Dealership on or before December 31, 2024. The Ford Dealership and Chevrolet Dealership will be deemed complete when the construction of said dealerships is complete, the City has issued certificates of occupancy thereon, and said dealerships are open for retail sale of Ford and Chevrolet vehicles, respectively, to the public.
9. This Agreement is contingent, in its entirety, upon the Developer securing and Ford Dealership and a Chevrolet Dealership to be located on the Property, and providing adequate evidence thereof to the City.
10. The Parties agree to execute whatever other documents are necessary in furtherance of this Agreement and any exhibits hereto.
11. Guarantee of performance: The Parties acknowledge that the City intends to acquire the Property from its current owner(s) for the purchase price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), and intends to issue a Bond to cover such purchase. The City will then subsequently convey the Property to the Developer as prescribed by Illinois law. In exchange for such conveyance of the Property, and to guarantee timely completion of the Ford Dealership and the Chevrolet Dealership, the Developer shall support the City creating a Special Service Area to include the Property pursuant to 35 ILCS 200/26-25, and shall enter into and execute any documents required thereby. The amount of the Special Service Area tax to be levied against the Property on an annual basis shall be equal to the amount of annual debt service on the bonds necessary for the City to purchase the Property. The first Special Service Area tax levy shall be for tax year 2023, payable in year 2024. Upon timely completion of the Ford Dealership and the Chevrolet Dealership as set forth herein, the City agrees to immediately terminate the Special Service Area and any levy against the Property created thereby.

## B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Braidwood TIF District III" which includes the Property. The City has approved certain TIF Eligible Project Costs,

including the types described in *Exhibit 1* for the Developer's Project which shall be hereafter known as the "The Bauer & D'Orazio, LLC Redevelopment Project." The Parties acknowledge that the line item, Eligible Project Costs, set forth in *Exhibit 2* are estimates and, to the extent a line item cost thereon is actually higher or lower than as set forth on *Exhibit 2*, the dollar amounts assigned thereto may be reallocated to other line items or different TIF Eligible Project Costs, provided that the total TIF Eligible Project Costs to be reimbursed hereunder do not exceed \$4,765,000.00.

### C. INCENTIVES

In consideration for the Developer purchasing the Property and undertaking the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

#### 1. REIMBURSEMENT FOR TIF ELIGIBLE PROJECT COSTS

The City shall reimburse the Developer for its TIF Eligible Project Costs incurred with respect to the Project, and verified pursuant Section F below, up to an amount not to exceed Four Million Seven Hundred Sixty Five Thousand Dollars (\$4,765,000.00) from the following sources of revenue:

- a. **Real Estate Tax Increment generated by the Dealerships:** Beginning with Real Estate Tax Increment generated in tax year 2023, and payable in year 2024, the City shall reimburse the Developer **One Hundred Percent (100%)** of the annual "net" Real Estate Tax Increment generated over the TIF District base year by the Ford Dealership and Chevrolet Dealership portion of the Developer's Project only. Such reimbursements shall continue until the Developer has received its verified TIF Eligible Project Costs up to an amount not to exceed Four Million Seven Hundred Sixty Five Thousand Dollars (\$4,765,000.00), or for the current remaining life of the TIF District (tax year 2034, payable in year 2035).
  - i. "Net" Real Estate Tax Increment is defined as Real Estate Tax Increment derived from the Developer's Project after payment of a proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total TIF District Increment, and multiplying the result by such annual administration costs and annual payments pursuant to any TIF District Intergovernmental Agreements.
- b. **Real Estate Tax Increment Generated by Other Projects located on the Property:** In order to induce the Developer to develop the other sites located on the Property, as set forth in the Site Plan attached hereto as *Exhibit "1"*, the City shall further reimburse the Developer for its verified TIF Eligible Project Costs incurred in furtherance of the Project, **Fifty Percent (50%)** of the "net"

Real Estate Tax Increment generated by any completed commercial or retail development on any lot on the remaining portion of the Property, other than the Ford Dealership and Chevrolet Dealership. Such reimbursements shall commence with the first full assessment of any such completed Project and shall continue until tax year 2034, payable in year 2035, or until the Developer has received the total cumulative amount, when added to the reimbursements set forth in Paragraph a above, of Four Million Seven Hundred Sixty Five Thousand Dollars (\$4,765,000.00) from the following sources of revenue:

## 2. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall also reimburse the Developer the Municipal Sales Tax Revenues generated by Ford Dealership and the Chevrolet Dealership located on the Property as follows:

- i. Fifty-five Percent 55% of the Municipal Sales Tax Revenues generated by the Ford Dealership and the Chevrolet Dealership in calendar years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, and 2034.
  - a. The reimbursements to be made by the City to the Developer pursuant to *Section C(2)(i)* above shall be made on an annual basis based on the Municipal Sales Tax Revenue actually received from the Illinois Department of Revenue by the City, during each calendar year prior, and shall be net of any fees or costs withheld by the Department of Revenue. Such reimbursement for Municipal Sales Tax Revenues for any year shall be made on or before January 31<sup>st</sup> of the year following, or as soon thereafter as is practicable.
3. In no event shall the total cumulative reimbursements made by the City to the Developer pursuant to Sections C(1)(a) and C(1)(b) above exceed Four Million Seven Hundred Sixty-Five Thousand Dollars (\$4,765,000.00).
  4. In no event shall the total cumulative reimbursements made by the City to the Developer pursuant to Section C(2) above. exceed Five Million Dollars (\$5,000,000.00).
  5. In the event the Developer sells or otherwise conveys the Ford Dealership and the Chevrolet Dealership (other than by commercial lease) at any time during the term of this Agreement, this Agreement shall terminate and no further reimbursements shall be made by the City to the Developer hereunder.
  6. If Developer ceases its operations or relocates the Ford Dealership and/or the Chevrolet Dealership to a location outside of the City during the Term of this Agreement, Developer shall repay to City One Hundred Percent (100%) of the payments paid to Developer, pursuant to Section C(2), up to the date of such relocation or termination of operations, and no further payments shall be made by

the City to the Developer as of the date the Developer ceases operations or relocates the Ford Dealership and/or the Chevrolet Dealership to a location outside of the City of Braidwood. This shall not apply in the event Developer terminates its Operations as a result of the bankruptcy of the manufacturer of Chevrolet or Ford automobiles.

#### **D. DEFAULT BY THE DEVELOPER**

1. Each of the following shall constitute an event of default by the Developer under this Agreement:
  - ii. The Developer fails to cure the violation of any municipal ordinance relating to property development, property condition, zoning, subdivision or building codes within thirty (30) days, upon being provided written notice of such violation by the City, except where such failure is not reasonably susceptible to cure within such thirty (30)-day period, in which case the Developer shall have such additional time to cure, as is reasonably necessary, provided that the Developer has commenced such cure within such thirty (30)-day period and continues to diligently prosecute the same to completion.
  - iii. The Developer files for bankruptcy or otherwise becomes insolvent during the Term of this Agreement.
  - iv. Dissolution of the Developer's limited liability company during the Term of this Agreement which is not reinstated within thirty (30) days after receiving written notice from the City.
  - v. The Ford Dealership or Chevrolet Dealership portions of the Property becomes the subject of foreclosure proceedings during the Term of this Agreement which proceedings are not vacated within thirty (30) days following the notice of filing of such foreclosure action.
  - vi. Any default by the Developer of any other provision set forth in this Agreement.
2. Effect of Default: If, during the Term of this Agreement, the Developer is in default of this Agreement, and remains in default after the applicable notice and cure periods set forth in *Section L* below, any remaining reimbursements owed the Developer hereunder shall cease.

#### **E. SALES TAX INCENTIVE PROVISIONS**

1. Sales Tax Rebate Qualifications: In addition, the City enters into this Agreement under 65 ILCS 5/8-11-20, having made the following findings:

- a. That the portion of the Property upon which the Developer is to undertake its Project has remained less than significantly occupied or underutilized for a period of at least one year;
  - b. That the Project is expected to create or retain job opportunities within the municipality;
  - c. That the Project will serve to further the development of adjacent areas;
  - d. That without the Agreement, the Project would not be possible;
  - e. That the Developer meets high standards of creditworthiness and financial strength as demonstrated by either: (1) specific evidence of equity financing for not less than ten percent (10%) of the total project costs, or (2) a letter from a financial institution having assets of Ten Million Dollars \$10,000,000, or more, attesting to the financial strength of the Developer (see *Exhibit 2* attached hereto);
  - f. That the Project will strengthen the commercial sector of the municipality;
  - g. That the Project will enhance the tax base of the municipality;
  - h. That the Agreement is made in the best interest of the municipality; and
  - i. The Developer agrees to execute any and all documents necessary to effectuate this provision.
2. **Payments of Municipal Sales Tax Revenues:** The Developer hereby agrees to cooperate with the City and complete and/or execute any forms or documents that are necessary for the City and its consultants and employees to calculate the annual Municipal Sales Tax Revenues generated by the Ford Dealership and Chevrolet Dealership located on the Property. The Developer, furthermore, hereby gives its consent to the City to share such Municipal Sales Tax Revenues information with any such consultants and/or employees as is necessary to administer and audit this Agreement.

**F. REIMBURSEMENT OF DEVELOPER'S TIF ELIGIBLE PROJECT COSTS AND OTHER ELIGIBLE PROJECT COSTS**

1. Payment to the Developer for TIF Eligible Project Costs shall be made by a Requisition for Verification of TIF Eligible Project Costs (*Exhibit 3*, "Requisition Form") submitted from time to time by the Developer to the City's TIF Administrators, Jacob & Klein, Ltd. and The Economic Development Group, Ltd., and subject to the Administrator's approval of the costs, and to the availability of the Revenues set forth in *Section C* above.

2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals, together with mechanic's lien waivers (whether partial or full), from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of TIF Eligible Project Costs for costs it has incurred in any year, as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed costs to the City by July 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City, and if the Developer does not submit such proposed costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's Real Estate Tax Increment to be paid in the current year. Any approved TIF Eligible Costs submitted after this deadline will be eligible for reimbursement from the next year's Real Estate Tax Increment.
4. Any Real Estate Tax Increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The TIF Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required, and the same procedures set forth herein shall apply to such re-submittals.
6. All TIF Eligible Project Costs approved by the TIF Administrators will then be paid by the City, from the revenues set forth in *Section C* above to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law.
7. The Parties acknowledge that the determination of TIF Eligible Project Costs and, therefore, qualification for reimbursement hereunder, are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in obtaining approval of TIF Eligible Project Costs.

#### **G. VERIFICATION OF REAL ESTATE TAX INCREMENT**

It shall be the sole responsibility of the Developer, or its successors in interest, to provide to the City, as requested in writing, copies of all annual PAID real estate tax bills for the Property.

#### **H. ADDITIONAL OBLIGATION OF THE CITY**

1. The City shall waive all permit fees and all utility "hook on" fees for utilities and water for the Ford Dealership and Chevrolet Dealership.
2. Following the City's acquisition of the Property, the City shall use its best efforts to enter into an Intergovernmental Landscape Maintenance Agreement with the Illinois Department of Revenue (IDOT), and other surrounding municipal entities, upon reasonable terms and conditions to be approved by the corporate authorities of the City, to implement and maintain a landscape improvement plan at the Route 113 exit of Interstate Route 55. The Intergovernmental Landscape Maintenance Agreement shall include a landscape architect design of the improvement to be made by the City, and shall provide for continuous maintenance of the exit area.
3. The City shall construct, at its expense, a left turn lane onto N. Division Street, as shown on the Project Site Plan, attached as Exhibit A.

#### **I. LIMITED OBLIGATION**

The obligation of the City to reimburse the Developer for its TIF Eligible Project Costs, as set forth in this Agreement, is a limited obligation to be paid from certain TIF District Real Estate Tax Increment and Municipal Sales Tax Revenues. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

#### **J. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the City to make any payments to any person other than the Developer, or its authorized designee, nor shall the City be obligated to make direct payments to any contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

#### **K. COOPERATION OF THE PARTIES**

1. Subject to the terms of this Agreement, the City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes, without limitation, the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes, without limitation, the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or Developer's activities, provided that any such action by the Developer shall be at no cost or liability of the Developer or City.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions) in form approved by the Parties in their reasonable discretion, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county, or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

#### **L. DEFAULT; CURE; REMEDIES**

1. In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the Real Estate Tax Increment, Municipal Sales Tax Revenues, and/or Motor Vehicle Sales Tax Revenues payable to the Developer under the terms of this Agreement.
2. In the event a Defaulting Party shall fail to perform a monetary covenant, which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement, unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party, specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, a Defaulting Party shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **M. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence. However, Developer and City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same, and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, pandemic, inability to procure materials, weather conditions, wet soil conditions,

failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees), when applicable, to Developer or third parties, or any other cause beyond the reasonable control of Developer or City (collectively, "Force Majeure").

#### **N. ASSIGNMENT**

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement,) and obligations of the Developer under this Agreement, shall be fully assignable by the Developer, provided written notice is provided to the City and City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld, provided that the nature of the Project is not substantially changed and provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement, unless the consent of the City to the release of the assignor's obligations is first obtained.

#### **O. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS**

If a refund of incremental property tax revenue (including any accrued statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may, at its sole discretion, withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City, within five (5) days of the Developer filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments, hereunder, to the Developer.

Any funds withheld by the City under this *Section O* shall be deposited by it into a separate interest-bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement, as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section O* shall remain in effect for the remaining life of the TIF District, (identified by the City as tax year 2033 payable 2034); or at a later time, if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section O* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District, and shall continue until final disposition of such action.

#### P. WAIVER

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

#### Q. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby.

#### R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or via nationally recognized overnight delivery service, or as of the third (3rd) day from, and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

**TO CITY:**

City of Braidwood  
% City Clerk  
141 W. Main Street  
Braidwood, IL 60408

*With copy to:*

Jacob & Klein, Ltd.  
Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Ph: (309) 664-7777

**TO DEVELOPER:**

Bauer & D'Orazio, LLC  
% Allison D'Orazio, Agent  
801 W. Daisy Place  
Braidwood, IL 60416

*With copy to:*

Attorney Donald F. Black  
Black & Black Lawyers  
P.O. Box 148  
Morris, IL 60450

Ph: (815) 942-0594

#### **S. SUCCESSORS IN INTEREST**

Subject to the provisions of *Section N* above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

#### **U. TERM OF THE AGREEMENT**

Notwithstanding anything contained herein or to the contrary, this Agreement shall expire upon receipt of the final real estate tax increment in year 2035. The Agreement shall expire sooner upon default by the Developer of this Agreement, after applicable notice and cure periods.

#### **V. WARRANTY OF SIGNATORIES**

The signatories of the Developer warrant that they have full authority to execute this Agreement and to bind the entity for which they are signing.

#### **W. ENTIRE AGREEMENT**

The terms and conditions set forth in this Agreement, and exhibits attached hereto, supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

#### **X. INDEMNIFICATION OF CITY**

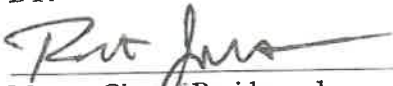
The Developer acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act. The Developer shall not pay less than the prevailing rate of wages as found by the City or the Illinois Department of Labor to all laborers, workers, and mechanics performing work under this Agreement. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "Indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the Developer's failure to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Indemnified Parties for any claim asserted against them arising

from the Developer's Project, or this Agreement, related to any acts or omissions on the part of the Developer. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed arising out of such action, and pay all reasonable and actual defense costs of the City in such action.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Braidwood, Illinois.

**CITY OF BRAIDWOOD,**  
an Illinois Municipal Corporation

BY:

  
\_\_\_\_\_  
Mayor, City of Braidwood

ATTEST:

  
\_\_\_\_\_  
City Clerk, City of Braidwood

**BAUER & D'ORAZIO, LLC,**  
an Illinois Limited Liability Company

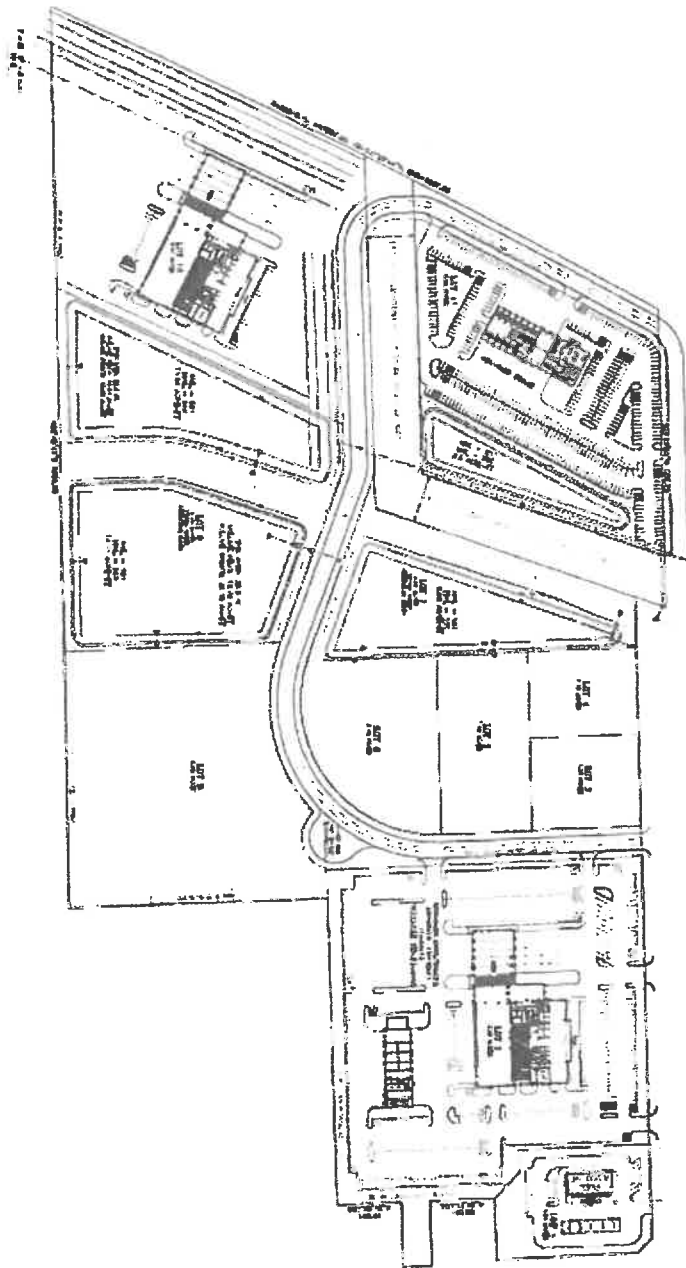
BY:   
\_\_\_\_\_

PRINTED NAME Allison D'Orazio

TITLE: manager



**EXHIBIT 1**  
**PROJECT SITE PLAN**



**EXHIBIT 2**

**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

Bauer & D'Orazio, LLC  
Braidwood TIF District III in the City of Braidwood, Will and Grundy County, Illinois

**Project Description:** The Developer agrees to proceed with plans to: (1) construct and operate a Chevrolet Auto dealership on approximately 8 acres of the Property (the "Chevrolet Dealership"); (2) construct and operate a Ford auto dealership on approximately 11.7 acres of the Property (the "Ford Dealership"); and (3) undertake certain infrastructure improvements on the remainder of the Property in order to prepare the remainder of the Property for further commercial and retail development.

**PINs #:** 02-24-06-400-027

**Street Location:** E-Z Street and Division Street, Braidwood, Illinois

**Estimated TIF Eligible Project Costs:**

Land Acquisition .....	\$1,500,000.00
Site Preparation/Clearing/Demolition/Grading-leveling.....	\$2,000,000.00
Professional Fees (Architectural, Engineering, Legal, Planning, etc.) .....	\$1,515,000.00
Job Training.....	\$350,000.00
Public Infrastructure Improvements (Water, Sewer, Drainage, etc).....	\$600,000.00
Utilities Extension .....	\$300,000.00
Interest Buy-Down (30% of annual interest expense).....	\$0.00
<b>Total Estimated TIF Eligible Project Costs*</b> .....	<b>\$4,765,000.00</b>

[\*NOTE: The above line items are subject to reallocation and reassignment to different TIF Eligible Project Costs, but reimbursement of TIF Eligible Project Costs the Developer set forth in Section C is capped at a total cumulative amount not to exceed Four Million Seven Hundred Sixty-Five Thousand Dollars ~~\$6,265,000.00~~ \$4,765,000.00]

**EXHIBIT 3**  
**REQUISITION FORM**  
**CITY OF BRAIDWOOD, ILLINOIS**  
**BRAIDWOOD TAX INCREMENT FINANCING DISTRICT III**

**PRIVATE PROJECT REQUEST FOR**  
**VERIFICATION OF TIF ELIGIBLE PROJECT COSTS**  
 by  
**BAUER & D'ORAZIO, LLC**

Date: \_\_\_\_\_

Attention: TIF Administrator, City of Braidwood, Illinois

Re: TIF Redevelopment Agreement, dated June \_\_\_\_\_, 2022  
 by and between the City of Braidwood, Illinois, and  
 Bauer & D'Orazio, LLC (the "Developer")

The City of Braidwood is hereby requested to disburse funds from the revenues set forth in *Section C* of the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request. The terms used in this Request shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR VERIFICATION NO. \_\_\_\_\_
2. PAYMENT DUE TO: Bauer & D'Orazio, LLC (Circle One)
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request will be used to reimburse the Developer for Project Costs for the Project detailed in *Exhibit 1* of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:

- (i) the amounts included in (3) above were made, incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper TIF Eligible Project Costs as identified in Section "C" of the Redevelopment Agreement; have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices is attached; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for TIF Eligible Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is *Exhibit 1* of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY:  (Developer)

TITLE: Manager

CITY OF BRAIDWOOD, ILLINOIS

BY: 

TITLE: Mayor DATE: 6-9-22

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## CITY OF BRAIDWOOD, ILLINOIS

TIF #3

## STATEMENT OF REVENUE , EXPENDITURES AND CHANGES IN FUND BALANCE

For the Year Ended April 30, 2023

**REVENUES**

Taxes:

Incremental property taxes \$ 203,041

Investment income 13,523

Total revenues 216,564**EXPENDITURES**

General government 62,988

Capital outlay 59,199

Total expenditures 122,187**EXCESS OF REVENUES OVER EXPENDITURES**

94,377

**OTHER FINANCING SOURCES (USES)**Loss on disposal of land held for sale (136,988)**NET CHANGE IN FUND BALANCE**

(42,611)

**FUND BALANCE, Beginning of year**1,164,980**FUND BALANCE, End of year**\$ 1,122,369

**WIPFLI**

## Independent Accountants' Report on Compliance

Mayor and City Council  
City of Braidwood, Illinois

We have examined management's assertion of the City of Braidwood, 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 April 30, 2023. The City's management is responsible for its assertion. Our responsibility is to express an opinion on management's assertion about the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, management's assertion that the City of Braidwood, Illinois complied with the requirements of subsection (q) of the Illinois Compiled Statutes (ILCS) 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2023 is fairly stated, in all material respects.

*Wipfli LLP*

Wipfli LLP  
Sterling, Illinois

March 4, 2025