

ECONOMIC INCENTIVE AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 2026, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and _____ ("Developer").

RECITALS

WHEREAS, the Village of Romeoville is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village has for the past several years experienced the rapid development of new commercial and retail businesses and a growth in population; and

WHEREAS, the additional needs and demands created by an increased population within the Village have created the need for retaining existing retail businesses within the corporate limits of the Village, including but not limited to national retailers; and

WHEREAS, the Village likewise desires to maintain a healthy economic climate for all existing businesses within the Village; and

WHEREAS, Developer presently operates an existing Walgreens braded pharmacy store (the "Walgreens store") at the northeast corner of Illinois Route 53 and Romeo Road within the Village; and

WHEREAS, after due and careful consideration, the Corporate Authorities having determined that it is in the best interests of the Village to enter into this Agreement to provide economic incentives for the support of the continuing operations of the Walgreens store and pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby mutually acknowledged by the parties, the Village and Developer hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. Operational Requirements. As a condition of the Village's obligation to make any payments, reimbursements, incentives or rebates hereunder, the Developer shall be obligated to continue, for a period of not less than one (1) year from the date on which this Agreement is fully executed, the operation of the Walgreens store in a manner and with hours of operation, staffing and product availability generally consistent with the hours of operation, staffing and product availability maintained at its other stores within the Chicagoland area, including the two Walgreens stores located on Weber Road within

the Village. Without otherwise limiting, modifying or affecting the foregoing, Developer shall comply in all respects with the applicable ordinances, codes and resolutions of the Village in connection with the operation of the Walgreens store.

3. Retailers' Occupation Tax Incentive. Developer and the Village acknowledge that Developer shall develop the Walgreens store within the Site. For a period of one year from and after the full execution of this Agreement by the parties, Developer shall become eligible, subject to the provisions of Section 3.A. hereof, to begin receiving retailers' occupation tax reimbursement incentives from the Village in an amount equal to fifty percent (50%) of the Illinois retailers' occupation tax payments arising from the operation of the Walgreens store which are actually collected by the State of Illinois and thereafter actually distributed to the Village of Romeoville. Retailers' occupation tax reimbursement incentives payable hereunder shall include both (i) the Village's distributive share of the retailers' occupation tax payments required and collected by the State pursuant to 35 ILCS 120/3 and thereafter actually distributed to the Village pursuant to 30 ILCS 115/2, to the extent that such retailers' occupation tax payments were collected from or generated by the Walgreens store, and (ii) the Village Home Rule component of the retailers' occupation tax payments required and collected by the State pursuant to 35 ILCS 120/3 and thereafter actually distributed to the Village pursuant to 30 ILCS 115/2, to the extent that such retailers' occupation tax payments were collected from or generated by the Walgreens store. The retailers' occupation tax reimbursement incentive is limited to the extent that the retailers' occupation tax payments are collected by the State from, and/or generated by, the retail sales activity of the Walgreens store.

A. Conditions on Incentive Payments. Notwithstanding anything herein to the contrary, the right of Developer to receive retailers' occupation tax reimbursement payments as otherwise contemplated in this Section 3 as well as the obligation of the Village to make any such payments shall be subject to the following conditions:

- i) The Village shall have no obligation under this Agreement to make any payments to Developer representing reimbursement of sales taxes generated on any date that is after one year from the date on which this Agreement is fully executed by the parties. The Village shall not have any obligation to make any payments hereunder from any fund or sources of funds or monies other than retailers' occupation tax payments collected by the State and distributed to the Village and which were initially generated and paid as a result of retail sales activity of the Walgreens store.
- ii) In the event the Walgreens store shall at any time thereafter cease to operate for any reason in accordance with the requirements of Section 2 hereof (other than on account of an event of Force Majeure (as defined below), renovation, or remodeling) the right of Developer to receive any reimbursement of retailers' occupation tax incentive payments under this Agreement shall terminate as of the cessation of operations, and the Developer shall further be responsible to repay to the Village upon the Village's written demand an amount equal to the sum of any and all tax

reimbursement payments made by the Village to Developer prior to the cessation of operations.

- iii) Intentionally Omitted.
- iv) The conditions in this Section 3.A. are specifically subject to the following provision. "Force Majeure", for purposes of this Agreement, shall mean a delay or failure of performance, if and to the extent that such delay or performance is caused by occurrences beyond the reasonable control of Developer, its agents, employees, contractors, subcontractors and consultants, including but not limited to acts of God or the public enemy, fire or other casualty, acts of terrorism or threats of acts of terrorism, public disorders, sabotage, earthquakes, tornados, floods, other adverse weather events, strikes, labor or employment difficulties, delays in transportation, inability to obtain necessary materials or permits due to existing or future laws, rules or regulations of governmental authorities, or any other causes, whether direct or indirect. The delay or failure of performance shall not be within the reasonable control of Developer, or its respective agents, employees, contractors, subcontractors and consultants. This Force Majeure provision does not apply to delay or failure of performance which by the exercise of reasonable diligence Developer is able to prevent. Developer shall not be entitled to the benefits of this Force Majeure provision unless it gives the Village reasonably prompt written notice of the existence of any event, occurrence or condition which it believes constitutes an event of Force Majeure.

B. Timing of Incentive Payments; Required Documentation. Subject to the conditions of Section 3.A., all sharing of retailers' occupation tax incentive payments contemplated or required to be made hereunder by the Village to Developer shall be made within 30 days of the last to occur of i) the receipt of the necessary documentation from the Illinois Department of Revenue to establish the amount of retailers' occupation tax collected and paid to the State by the Developer from the Walgreens store during a given year within the initial or any renewal term of this Agreement, and ii) the actual receipt by the Village from the State of the total amount of the Village's periodic distributive share of such retailers' occupation tax collected and paid to the State by the Developer from the Walgreens store during a given year within the initial or any renewal term of this Agreement. All determinations of the amount of any reimbursement of retailers' occupation tax incentive payments due or owing hereunder shall be made by the Village Finance Director based on the provisions of this Agreement, the documentation and information to be provided to the Village by the Illinois Department of Revenue as contemplated by this Section 3.B, and the amount of retailers' occupation tax monies actually paid to the Village arising from retailers' occupational taxes generated by the Walgreens store within the Site, together with such other relevant retailers' occupation tax related information as may be made available to the Village from time to time by the State. Based on information provided to the Village by the Illinois Department of Revenue, the Village anticipates that the Illinois Department of Revenue will provide the relevant documentation to establish the amount of retailers' occupation tax collected and

paid to the State of Illinois by the Walgreens store three times per year: in June (for tax collections made during the preceding January through April), October (for tax collections made during the preceding May through August) and February (for tax collections made during the preceding September through December).

4. Miscellaneous.

A. The parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

B. This Agreement is valid and binding and shall continue to be valid and be binding from and after the date of this Agreement until Developer has received all incentives to which it is entitled under the terms hereof, or until the Village is repaid the amount of all tax reimbursement payments made to the Developer where required by Section 3.A.ii of this Agreement.

C. The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreement, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

D. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

E. This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

F. If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein.

G. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

H. The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

I. This Agreement may be reproduced. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

J. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

K. Notices, including Notice to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village, or the corporate authorities:

Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn: Village Manager Dawn Caldwell

With a copy to:

Richard E. Vogel
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, Illinois 60435

If to Developer:

With a copy to:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

“Village”

VILLAGE OF ROMEOVILLE,
a municipal corporation,

By:

Village President

Dated: _____

ATTEST:

By: _____

Village Clerk

Dated: _____

“Developer”

_____.

By: _____

