FY 2023 ANNUAL TAX INCREMENT FINANCE **REPORT**

Fairfield

Wayne

Name of Municipality:



Reporting Fiscal Year:

Fiscal Year End:

2023

4/30/2023

County:	Wayne		⊨na:		4/30/2020
Jnit Code:	096/015/30				
	FY 2023 TIF Administrator (Contact Information	on-Required		
First Name	A	Last Name:			
Address:	121 East Main Street	Title:	TIF Administrator		
· ·	618-842-4802	City:	Fairfield	Zip:	6283
E-mail	doug.skaggs@fairfieldilcitygov.us				
attest to the	ne best of my knowledge, that this FY 2023 report of the	redevelopment proje	ct area(s)	10000	
in the City/	Villago of:	Fairf	ield		
Recovery L	e and accurate pursuant to Tax Increment Allocation Reduced (65 ILCS 5/11-74.6-10 et. seq.).		12	121/23	
	gnature of TIP Administrator		Date	7.7.	
1 June	Section 1 (65 ILCS 5/11-74.4-5 (d) (1 FILL OUT ONE FO Name of Redevelopment Project Area	OR <u>EACH</u> TIF DIST	FICT rate Designated MM/DD/YYYY	Date To	erminated D/YYYY
Central Are	ea		12/22/	1992	
					<u></u>
MARINETY T.					
	The state of the s				
WARRING TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE					

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

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

	Primary Use of Redevelopment Project Area*:
*Types include: Central Rusiness Distr	rict, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
Types morade. Central Edisiness Blon	If "Combination/Mixed" List Component Types:
Under which section of the Illinois Municipa	al 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.

Please utilize the information below to properly label the Attachments.		
	No	Yes
or redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment roject area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] yes, please enclose the amendment (labeled Attachment A). For edevelopment 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)] yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment s).	X	
rertification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the ct during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] rease enclose the CEO Certification (labeled Attachment B).	96 Unit 20 Unit 20 10	х
pinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.5-22 (d) (4)] lease enclose the Legal Counsel Opinion (labeled Attachment C).		×
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)]		Х
Yes, please enclose the Activities Statement (labled Attachment D). Vere any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the edevelopment 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)]		×
f yes, please enclose the Agreement(s) (labeled Attachment E). s 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)] f yes, please enclose the Additional Information (labeled Attachment F).	×	
bid the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received on 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)	×	**************************************
f yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G). Were there any reports 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)] (d) (7) (F) f yes, please enclose the Joint Review Board Report (labeled Attachment H).		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) (e) (A)] f yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must	х	
the attached (labeled Attachment J). An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; orojected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (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 MUST be attached (labeled Attachment J).	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)		x
If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K). 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)] 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).		×
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)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	- AMM
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. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).		×

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period

1,234,686 \$

Cumulative

SOURCE of Revenue/Cash Receipts:	Red	enue/Cash ceipts for Current orting Year	'''	Totals of evenue/Cash ceipts for life of TIF	% of Total
	\$	988,919	\$	17,017,667	99%
Property Tax Increment	+Ψ-	300,313	Ψ-	17,017,007	0%
State Sales Tax Increment					0%
Local Sales Tax Increment	 		┝		0%
State Utility Tax Increment					0%
Local Utility Tax Increment	<u> </u>	7 500	4	136,308	1%
Interest	\$	7,583	\$	130,300	0%
Land/Building Sale Proceeds			-		0%
Bond Proceeds			ļ		
Transfers from Municipal Sources		-11-7-11-11	ļ		0%
Private Sources			ļ		0%
Other (identify source; if multiple other sources, attach					00/
schedule)					0%
All Amount Deposited in Special Tax Allocation Fund	\$	996,502]		
Cumulative Total Revenues/Cash Receipts			\$	17,153,975	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$	813,637			
Transfers to Municipal Sources	1		J		

Total Expenditures/Cash Disbursements (Carried forward from	1 3	813,037
Section 3.2)		
Transfers to Municipal Sources		
Distribution of Surplus	\$	389,273
Total Expenditures/Disbursements	\$	1,202,910
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	\$	(206,408)
	r .	
Previous Year Adjustment (Explain Below)	\$	13,472
	<u> </u>	
FUND BALANCE, END OF REPORTING PERIOD*	\$	1,041,750
and the second s	au muict	complete Section

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

Previous Year Explanation:

Moved from TIF#2 to TIF#1 to reconcile debtremoval of loan made from TIF#1 to TIF#2.

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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.	410	
Bruckert, Behme, and Long PC - TIF Attorney	413	
Fyle and Rice - Law Office	1,650	
Kemper CPA - TIF Audit Services	4,000	
Peckah, Guyton, Albers & Viets, Inc	3,000	
Illinois Tax Association - Dues	550	
		\$ 9,613
		\$ 9,613
2. Annual administrative cost.		
		\$ -
		Ψ
3. Cost of marketing sites.		
		Company of the Control of the Contro
		\$ -
		V .
Property assembly cost and site preparation costs. Feed My Sheep - 200 W. Main - Building Improvement	3,000	
Ginger Ales - 1400 W. Main Street - Building Renovation	30,000	
Country Roads Realty - 506 W. Main Street - Building Renovation	5,500	
	15,000	
B-Way Design - 1000 E. Main Street - Building Improvement	3,000	
David Savage - 200 E. Main Street - Building Improvement Edwards County Council for the Aging - 302 W. Main Street -	200,000	
Edwards County Council for the Aging - 302 VV. Wait Street		\$ 256,500
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	a.	
		\$ -
6. Costs of the constructuion of public works or improvements.		
Kieffer Bros. Construction - Wayne Co. Fairgrounds -Final	266	
	136,999	
Conner and Conner - Water Tower Proiect		
Conner and Conner - Water Tower Project Caldwell Tanks, Inc Water Tower Project	382,114	
Caldwell Tanks, Inc - Water Tower Project	382,114 1,000	
	382,114 1,000	
Caldwell Tanks, Inc - Water Tower Project	382,114 1,000	

SECTION 3.2 A PAGE 2

PAGE 2			volenskapisel Hallestvaknin
7. Costs of eliminating or removing contaminants and other impediments.			
		SECULO CONTRACTOR DE LA C	
		6666666666	
		*6288886	
		<u> </u>	
		\$	-
8. Cost of job training and retraining projects.			
			\$ 5 5 5
		\$	-
		Ψ	
9. Financing costs.			
			52 (S. 61 (S.
		9 5 5 5	
		\$	
10.00 11.1			6.66.606
10. Capital costs.			
			SE SE SE
		\$	_
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing			
projects.			
projecto.			
		\$	-
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing			
projects.			
P. T.			
		A 10-10-10-10-10-10-10-10-10-10-10-10-10-1	
	i	I STATE OF THE STA	
		\$	CONTRACTOR OF THE PARTY OF THE

SECTION 3.2 A PAGE 3

TOTAL ITEMIZED EXPENDITURES		\$	813,637
		\$	
IV. VIIIGI.			
18. Other.			
		\$	
		50 00 00 00	
			E. S. S. S. S. S.
1. Oust of day date selvices.	tes 6,783		
7. Cost of day care services.			
		\$	27,145
	,		
Wortman-Mayer Properties LLC - 30% Developer's Interest Cost of TIF Taxes		3 S S S S S	
Bullard's Farm Market & Bakery - 30% Developer's Interest Cost of TIF Taxes	6,783		
edevelopment project.			
6. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a			
		\$	
	1		
, V V			
5. Costs of job training, retraining, advanced vocational or career education.			
		\$	
4. Payments in lieu of taxes.			
		\$	
			6 6 60 6 60
	-27 Orl 26 Samue 11-20-29 14-20-20		

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

Name	Service	Amount
Ginger Ale's	Rehab-1400 W. Main Street	\$ 30,000.00
B-Way Design	Rehab - 1000 E. Main Street	\$ 15,000.00
Edwards County Council for the Aging	Rehab - 302 W. Main Street	\$ 200,000.00
Conner and Conner	Water Tower and Roads	\$ 137,999.00
Caldwell Tanks	Water Tower Projects	\$ 382,114.00
Wayne County Treasurer	Surplus Distribution	\$ 389,273.00

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

FUND BALANCE BY SOURCE		\$	1,041,750
1. Description of Debt Obligations	Amount of Original Issuance		Amount Designated
			Market III
Total Amount Designated for Obligations	-	\$	-
2. Description of Project Costs to be Paid	Amount of Original Issuance		Amount Designated
Parking Lanes and Connector Roads		\$	643,721
Farmer's Daughter Award		\$	50,000
Wayne County Fair Award		\$	27,500
Feed My Sheep Award		\$	6,000
Return of TIF Funds		\$	399,568
Livery Landson Control of the Contro			
			MARKET .
		ļ	***************************************
Total Amount Designated for Project Costs		\$	1,126,789
TOTAL AMOUNT DESIGNATED		\$	1,126,789
SURPLUS/(DEFICIT)		\$	(85,039

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:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
Property (1):	
Street address:	Leininger Rd and SW 10th Street
Approximate size or description of property:	9.2 Acres
Purchase price:	89,000.00
Seller of property:	Patricia Boyd Bowles, et al
Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Control property.	
Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seiler 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:	

FY 2023

Name of Redevelopment Project Area:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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':

		wing by indicat			
1. NO projects were undertaken by the Municipality Wit	hin the Red	development Pro	oject Area.		
	······································			· · · · · · · · · · · · · · · · · · ·	
2. The municipality <u>DID</u> undertake projects within the R	edevelopm	ent Project Area	a. (If selecting this option,		
complete 2a and 2b.)					
2a. The total number of <u>ALL</u> activities undertaken in toplan:	furtherance	of the objective	s of the redevelopment		95
2b. The total number of NEW projects undertaken by	the munici	ipality in fiscal ye	ear 2022 and any fiscal year		
thereafter, within the Revelopment Project area, if an	у.				
LIST ALL projects undertaken by the	o Munici	nality Within t	he Redevelonment Proje	ect Area	a·
LIST ALL projects undertaken by tr	ie Mariici	panty vettimi t	ne reacyclopment roje	30174104	
TOTAL:	11/	1/99 to Date	Estimated Investment for Subsequent Fiscal Year		Estimated to plete Project
Private Investment Undertaken (See Instructions)	\$	33,393,959	#VALUE!	\$	33,393,959
Public Investment Undertaken	- *	4,749,890	\$ -	\$	4,749,890
Ratio of Private/Public Investment	- *	7 1/33			7 1/33
Tradio of Fit Match abilio investment					
Project 1 Name: Goldenoak- FF Estates					
Private Investment Undertaken (See Instructions)	\$	2,000,000		\$	2,000,000
Public Investment Undertaken	\$	410,000		\$	410,000
Ratio of Private/Public Investment		4 36/41		<u> </u>	4 36/41
Project 2 Name: School Bus Bard Road		40.400		\$	13,109
Private Investment Undertaken (See Instructions)	\$	13,109		Ψ	13,108
Public Investment Undertaken		0			0
Ratio of Private/Public Investment	<u></u>	0	<u> </u>	<u>.</u>	
Project 3 Name: Workforce Development Center					
Private Investment Undertaken (See Instructions)	S	75,000		\$	75,000
Public Investment Undertaken	\$	75,000		\$	75,000
Ratio of Private/Public Investment		1			1
Project 4 Name:Williamson Bldg Repairs			I	Τ.,	202.002
Private Investment Undertaken (See Instructions)	\$	300,000		\$	300,000
Public Investment Undertaken	\$	189,000		\$	189,000 1 37/63
Ratio of Private/Public Investment		1 37/63	}	<u> </u>	1 3/103
Project 5 Name:IECC Foundation Hall					
Private Investment Undertaken (See Instructions)	\$	50,000		\$	50,000
Public Investment Undertaken	\$	50,000		\$	50,000
Ratio of Private/Public Investment	*- '	1			1
Project 6 Name:Hospital Entrance Road	—T_	E0 070		•	52,670
Private Investment Undertaken (See Instructions)	\$	52,670		\$	32,070
Public Investment Undertaken		0			0
Ratio of Private/Public Investment		U	<u> </u>		

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name:121 E. MainStreet Renovation Private Investment Undertaken (See Instructions)				***************************************
Public Investment Undertaken	\$	195,045	\$	195,045
Ratio of Private/Public Investment	. Ψ	0		0
			•	
Project 8 Name: Ferrington Farms Subdivision		1		
Private Investment Undertaken (See Instructions)	\$	200,000	\$	200,000
Public Investment Undertaken	\$	1,073,232	\$	1,073,23
Ratio of Private/Public Investment		11/59		11/5
Project 9 Name: High School Track				
Private Investment Undertaken (See Instructions)	\$	100,000	\$	100,000
Public Investment Undertaken	\$	100,000	\$	100,000
Ratio of Private/Public Investment		1		1
Project 10 Name: Elastec				
Private Investment Undertaken (See Instructions)	\$	1,300,000	\$	1,300,000
Public Investment Undertaken	\$	600,000	\$	600,00
Ratio of Private/Public Investment	Ψ	2 1/6	¥	2 1/6
			1	
Project 11 Name:Horizon Healthcare		-		
Private Investment Undertaken (See Instructions)	\$	6,200,000	\$	6,200,00
Public Investment Undertaken	\$	600,000	\$	600,00
Ratio of Private/Public Investment		10 1/3		10 1/3
Project 12 Name:Transformer				
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	700,000	\$	700,00
Ratio of Private/Public Investment		0		0
Project 13 Name:Fairfield Banking Company				
Private Investment Undertaken (See Instructions)	\$	3,800,000	\$	3,800,00
Public Investment Undertaken	\$	87,865	\$	87,86
Ratio of Private/Public Investment		43 1/4		43 1/4
		· · · · · · · · · · · · · · · · · · ·		
Project 14 Name: Mach 1 Assembly				
Private Investment Undertaken (See Instructions)	\$	1,400,000	\$	1,400,00
Public Investment Undertaken	\$	306,889	\$	306,88
Ratio of Private/Public Investment		4 9/16		4 9/
Project 15 Name:Red and White Property				
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	8,466	\$	8,46
Dark Andrea (Dark C. L.)				····

Ratio of Private/Public Investment

PAGE 3 **ATTACH ONLY IF PROJECTS ARE LISTED**

PAGE 3 **ATTAC	H ONLY I	F PROJECTS ARE	LISTED**	
Project 16 Name:Lemond's Dealership			φ.	1,360,000
Private Investment Undertaken (See Instructions)	\$	1,360,000	\$	36,459
Public Investment Undertaken	\$	36,459	\$	
Ratio of Private/Public Investment		37 13/43		37 13/43
Project 17 Name:A & D Auto Parts				
Private Investment Undertaken (See Instructions)	\$	80,000	\$	80,000
Public Investment Undertaken		,,,,,		
Ratio of Private/Public Investment		0		0
Ivalio of the action able investment		- III.		
Project 18 Name:Koontz Enterprises				
Private Investment Undertaken (See Instructions)	\$	280,000	\$	280,000
Public Investment Undertaken	\$	57,540	\$	57,540
Ratio of Private/Public Investment		4 13/15		4 13/15
Project 19 Name:People's National Bamk		2.075.000	\$	2,975,000
Private Investment Undertaken (See Instructions)	\$	2,975,000		
Public Investment Undertaken	\$	159,000	Ψ	18 27/38
Ratio of Private/Public Investment		18 27/38		10 21700
The state of the s				
Project 20 Name:Wayne Co Well Survey Private Investment Undertaken (See Instructions)	\$	330,000	\$	330,000
	\$	57,007	\$	
Public Investment Undertaken	-	5 56/71		5 56/71
Ratio of Private/Public Investment		0 00/11/		
Project 21 Name:Martin McDavid				1
Private Investment Undertaken (See Instructions)	\$	150,000	\$	150,000
Public Investment Undertaken	\$	20,000	\$	20,000
Ratio of Private/Public Investment		7 1/2		7 1/2
Trade of Fifther apple investigation				
Project 22 Name:Ed & Lucy Potts				
Private Investment Undertaken (See Instructions)	\$	21,762	\$	
Public Investment Undertaken	\$	10,881	\$	
Ratio of Private/Public Investment		2		2
Project 23 Name:The Landing				44.000
Private Investment Undertaken (See Instructions)	\$	14,000		
Public Investment Undertaken	\$	7,000	9	
Ratio of Private/Public Investment		2		2
Project 24 Name:Harrison Law Office	16	9,050		9,050
Private Investment Undertaken (See Instructions)	\$	4,525		4,525
Public Investment Undertaken	\$	2		2
Ratio of Private/Public Investment	1			····
Project 25 Name:Farmers Daughters				
Private Investment Undertaken (See Instructions)	\$	3,961		\$ 3,961
Public Investment Undertaken	\$	1,981		\$ 1 <u>,981</u>
Ratio of Private/Public Investment		2		2
lam.				
Project 26 Name:Dairy Queen	1\$	157,468		\$ 157,468
Private Investment Undertaken (See Instructions) Public Investment Undertaken	\$	20,000		\$ 20,000
Ratio of Private/Public Investment		7 69/79		7 69/79
Production ability and the controls of the controls of the control				

Project 27 Name:Gordy's Machine & Tool					
Private Investment Undertaken (See Instructions)	\$	6,404		\$	6,404
Public Investment Undertaken	\$	3,202		\$	3,202
Ratio of Private/Public Investment		2			2
D. J. (OD.)					
Project 28 Name: Amys Sweet Gallery		9,275		\$	9,275
Private Investment Undertaken (See Instructions)	\$	4,638		\$	4,638
Public Investment Undertaken	1 4	2		Ψ	2
Ratio of Private/Public Investment		<u> </u>			
Project 29 Name:Jovalou Cuisine & Cocktails					
Private Investment Undertaken (See Instructions)	\$	12,300		\$	12,300
Public Investment Undertaken	\$	6,150		\$	6,150
Ratio of Private/Public Investment	***	2			2
AND	^				
Project 30 Name:Gordy's Machine & Tool					
Private Investment Undertaken (See Instructions)	\$	53,105	wn	\$	53,105
Public Investment Undertaken	\$	20,000		\$	20,000
Ratio of Private/Public Investment		2 19/29			2 19/29
Project 31 Name:Richard & Barbara Simpson				T &	70,000
Private Investment Undertaken (See Instructions)	\$	33,862		\$	33,862
Public Investment Undertaken	\$	16,931		\$	16,931
Ratio of Private/Public Investment		2			2
D. L. LOON NADA Assta Davida					
Project 32 Name:NAPA Auto Parts		164,746		l œ	164,746
Private Investment Undertaken (See Instructions)	\$	20,000		\$	20,000
Public Investment Undertaken	\$	8 14/59		Ψ	8 14/59
Ratio of Private/Public Investment		0 14/09			0 14700
Project 33 Name:New Wave Communication					
Private Investment Undertaken (See Instructions)	T \$	4,839		\$	4,839
Public Investment Undertaken	- *	2,275		\$	2,275
Ratio of Private/Public Investment	_	2 8/63			2 8/63
Project 34 Name:Dawkins Dentristry					
Private Investment Undertaken (See Instructions)	\$	27,000		\$	27,000
Public Investment Undertaken	\$	13,500		\$	13,500
Ratio of Private/Public Investment		2			2
Project 35 Name:Bobcat Crossing					4 400 000
Private Investment Undertaken (See Instructions)	\$	1,100,000		\$	1,100,000
Public Investment Undertaken	\$	175,000		\$	175,000
Ratio of Private/Public Investment		6 2/7			6 2/7
Project 36 Name:Bullards Farm Market	1 6	475 000 1		\$	175,000
Private Investment Undertaken (See Instructions)	\$	175,000		\$	75,000
Public Investment Undertaken	\$	75,000 2 1/3		- P	2 1/3
Ratio of Private/Public Investment		2 1/3			2 173
Desired 27 Named allanda Chauralat Buick					
Project 37 Name:LeMonds Chevrolet Buick Private Investment Undertaken (See Instructions)	\$	1,500,000		\$	1,500,000
Public Investment Undertaken	- 	36,456		\$	36,456
Ratio of Private/Public Investment	-	41 8/55			41 8/55
Tradio of Elivate/Fubile Hivestitieta		11 0,00			.,
Project 38 Name:Patti's Shear Magic					
Private Investment Undertaken (See Instructions)	\$	28,690		\$	28,690
Public Investment Undertaken	\$	14,345		\$	14,345
Ratio of Private/Public Investment	· · · · · ·	2			2
					

Project 39 Name:Serendipity Card & Gift				10 505
Private Investment Undertaken (See Instructions)	\$	13,525	\$	13,525
Public Investment Undertaken	\$	6,763	\$	6,763
Ratio of Private/Public Investment	<u> </u>	2	····	2
Project 40 Name:Joe's Body Shop				
Private Investment Undertaken (See Instructions)	\$	55,985	\$	55,985
Public Investment Undertaken	\$	20,000	\$	20,000
Ratio of Private/Public Investment	- I *	2 4/5		2 4/5
Project 41 Name: Joe's Body Shop	T &	26 900 1	[p	36,800
Private Investment Undertaken (See Instructions)	\$ 	36,800	\$ \$	4,646
Public Investment Undertaken	Ф	4,646		7 58/63
Ratio of Private/Public Investment		7 58/63	<u> </u>	7 50/63
Project 42 Name:Community Care Services				
Private Investment Undertaken (See Instructions)	\$	28,600	\$	28,600
Public Investment Undertaken	\$	14,300	\$	14,300
Ratio of Private/Public Investment		2		2
Project 43 Name:Hoffee Motor Sales				
Private Investment Undertaken (See Instructions)	\$	18,434	\$	18,434
Public Investment Undertaken	\$	9,217	\$	9,217
Ratio of Private/Public Investment	Ψ	2		2
have a second a secon	•			
Project 44 Name:No Tan Lines	······································	00.700	.	20.700
Private Investment Undertaken (See Instructions)	\$	38,796	\$	38,796
Public Investment Undertaken	\$	16,908	\$	16,908
Ratio of Private/Public Investment		2 5/17		2 5/17
Project 45 Name:Jerry D Kissner				
Private Investment Undertaken (See Instructions)	 \$	11,467	\$	11,467
Public Investment Undertaken	\$	5,734	\$	5,734
Ratio of Private/Public Investment	`	2		2
Discost 46 Namos Main Street Cum				
Project 46 Name:Main Street Gym Private Investment Undertaken (See Instructions)	I \$	11.000	1\$	11,000
Public Investment Undertaken	\$	5,460	\$	5,460
Ratio of Private/Public Investment	Ψ	2 1/68	Ψ	2 1/68
Project 47 Name:Dragon Fly Yoga				
Private Investment Undertaken (See Instructions)	\$	18,700	\$	18,700
Public Investment Undertaken	\$	8,050	\$	8,050
Ratio of Private/Public Investment		2 21/65		2 21/65
Project 48 Name:Chop Shop				
Private Investment Undertaken (See Instructions)	\$	12,835	\$	12,835
Public Investment Undertaken	\$	6,417	\$	6,417
Ratio of Private/Public Investment		2		2
Dusing 40 Name Wougher 9 Co				
Project 49 Name: Vaughan & Co.	T &	42,325	T &	42,325
Private Investment Undertaken (See Instructions)	\$		\$	
Public Investment Undertaken	\$	20,000	\$	20,000
Ratio of Private/Public Investment	<u> </u>	2 5/43	1	2 5/43
Project 50 Name:Tyree Tax Service				
Private Investment Undertaken (See Instructions)	\$	21,031	\$	21,031
Public Investment Undertaken	\$	10,516	\$	10,516
Ratio of Private/Public Investment	·	2		2
2.2				
Project 51 Name: Jamie's Massage & Salon Private Investment Undertaken (See Instructions)	\$	56,687	\$	56,687
Public Investment Undertaken	\$	20,000	\$	20,000
Ratio of Private/Public Investment	Ψ	2 5/6	Ψ	2 5/6
ratio of Private/Public Investment	I	<u> </u>	1	2 310

Project 52 Name:Studio 117				
Private Investment Undertaken (See Instructions)	\$	9,250	1\$	9,250
Public Investment Undertaken	\$	4,625	\$	4,625
Ratio of Private/Public Investment		2		2
Tradio of Firedoria and Trade and Trade				
Project 53 Name:Weber Auto Body				
Private Investment Undertaken (See Instructions)	\$	50,774	\$	50,774
Public Investment Undertaken	\$	20,000	\$	20,000
Ratio of Private/Public Investment		2 7/13		2 7/13
Project 54 Name:Braddock Auto & Detail				
Private Investment Undertaken (See Instructions)	\$	16,584	\$	16,584
Public Investment Undertaken	\$	8,292	\$	8,292
Ratio of Private/Public Investment		2		2
Project 55 Name:Your Flower Shop	10	10.000	\$	19,900
Private Investment Undertaken (See Instructions)	\$	19,900 8,292	\$	8,292
Public Investment Undertaken Ratio of Private/Public Investment	Ψ	2 2/5	Ψ	2 2/5
Ratio of Private/Public Investment				2 2/3
Project 56 Name:Merle Norman Studio				
Private Investment Undertaken (See Instructions)	\$	18,814	\$	18,814
Public Investment Undertaken	\$	9,407	\$	9,407
Ratio of Private/Public Investment		2		2
Project 57 Name:New Wave Communications Private Investment Undertaken (See Instructions)	T &	300	T \$	300
	<u>\$</u> \$	150	\$	150
Public Investment Undertaken Ratio of Private/Public Investment	Ψ	2	Ψ	2
Ratio of Private/Public Investment				
Project 58 Name:Doug Aman State Farm				
Private Investment Undertaken (See Instructions)	\$	20,000	\$	20,000
Public Investment Undertaken	\$	9,863	\$	9,863
Ratio of Private/Public Investment		2 1/36		2 1/36
Project 59 Name: Johnson & Vaughan	Ι φ	22 605	Ι¢	33,695
Private Investment Undertaken (See Instructions)	\$	33,695 16,848	\$	16,848
Public Investment Undertaken Ratio of Private/Public Investment	Ψ	2	Ψ	2
Ratio of Private/Public Investment				
Project 60 Name:Bobcat Crossing				
Private Investment Undertaken (See Instructions)	\$	600,000	\$	600,000
Public Investment Undertaken	\$	147,000	\$	147,000
Ratio of Private/Public Investment		4 4/49		4 4/49
Project 61 Name: Andrew Gifford-300 W Main St	1.6	40,000	_	40,000
Private Investment Undertaken (See Instructions)	\$	40,000	<u> </u>	20,000
Public Investment Undertaken Ratio of Private/Public Investment	\$	20,000		20,000
Ratio of Private/Public Investment		<u> </u>	<u></u>	
Project 62 Name:DiMaggio's Pizza & Pasta				
Private Investment Undertaken (See Instructions)	\$	97,000	\$	97,000
Public Investment Undertaken	\$	5,796	\$	5,796
Ratio of Private/Public Investment	Ì	16 64/87		16 64/87
Project 63 Name: Amy Hohlbaugh-108 E. Main St				
Private Investment Undertaken (See Instructions)		F 700		5,726
Public Investment Undertaken	\$	5,726 0	\$	0,726
Ratio of Private/Public Investment		U		U
Project 64 Name:Tina Turner-108 E. Main Street				
Private Investment Undertaken (See Instructions)	T \$	12,085	\$	12,085
Public Investment Undertaken	\$	4,100	\$	4,100
Ratio of Private/Public Investment		2 18/19		2 18/19
h		· · · · · · · · · · · · · · · · · · ·		

Project 65 Name:Gas Dept (Infrastructure) Private Investment Undertaken (See Instructions)				
Private investment Undertaken (See instructions) Public Investment Undertaken	\$	3,600	\$	3,600
Ratio of Private/Public Investment		0		Ō
Natio of Physic/Public Investment				
Project 66 Name:Gifford Properties-207 E Main St		00.000	16	60,000
Private Investment Undertaken (See Instructions)	\$	60,000	\$ \$	21,790
Public Investment Undertaken	\$	21,790	Ψ	2 52/69
Ratio of Private/Public Investment		2 52/69		2 02/00
Project 67 Name:Your Flower Shop				
Private Investment Undertaken (See Instructions)	\$	20,000	\$	20,000
Public Investment Undertaken	\$	25,000	\$	25,000
Ratio of Private/Public Investment		4/5		4/5
Project 68 Name:Dairy Queen				
Private Investment Undertaken (See Instructions)	\$	10,060	\$	10,060
Public Investment Undertaken	\$	7,500	\$	7,500
Ratio of Private/Public Investment		1 14/41		1 14/41
Brainet 60 Namer Sava A Lot				
Project 69 Name:Save A Lot Private Investment Undertaken (See Instructions)	\$	1,000,000	\$	1,000,000
Public Investment Undertaken	\$	75,000	\$	75,000
Ratio of Private/Public Investment		13 1/3		13 1/3
Project 70 Name:Podolsky Oil				
Private Investment Undertaken (See Instructions)	 \$	7,300	\$	7,300
Public Investment Undertaken	\$	5,000	\$	5,000
Ratio of Private/Public Investment		1 23/50		1 23/50
Part of 74 Names Palamy and Inn				
Project 71 Name:Briarwood Inn Private Investment Undertaken (See Instructions)	T\$	900,000	\$	900,000
Public Investment Undertaken	\$	41,987	\$	41,987
Ratio of Private/Public Investment		21 37/85		21 37/85
Project 72 Name:Legg's Manufacturing				
Private Investment Undertaken (See Instructions)	\$	133,000	\$	133,000
Public Investment Undertaken	\$	4,367	\$	4,367
Ratio of Private/Public Investment		30 36/79		30 36/79
D. I. (TO N				
Project 73 Name: J & S Investments	T\$	500,000	\$	500,000
Private Investment Undertaken (See Instructions)	\$	174,724	\$	174,724
Public Investment Undertaken Ratio of Private/Public Investment	Ψ	2 81/94	T	2 81/94
	- Lum-			
Project 74 Name:Country Roads Realty Private Investment Undertaken (See Instructions)	\$	3,075	\$	3,075
	\$	3,075	\$	3,075
Public Investment Undertaken Ratio of Private/Public Investment		1		1
Project 75 Name:Joe's Body Shop Private Investment Undertaken (See Instructions)	\$	150,000	\$	150,000
Private Investment Undertaken (See Instructions) Public Investment Undertaken	- φ \$	11,288	\$	11,288
Ratio of Private/Public Investment	Ψ	13 15/52		13 15/52
Project 76 Name: Ikonik Studios		153,000	[\$	153,000
Private Investment Undertaken (See Instructions)	\$ \$	869	\$	869
Public Investment Undertaken	- I D	176 2/31	Ψ	176 2/3
Ratio of Private/Public Investment		110 2101		
Project 77 Name:Kiddie Kollege		045.000	T \$	615,329
Private Investment Undertaken (See Instructions)	\$	615,329	\$	39,738
Public Investment Undertaken	\$	39,738	- "	15 16/3
Ratio of Private/Public Investment		15 16/33		10 10/0

Project 78 Name:Public Eye Investment				
Private Investment Undertaken (See Instructions)	\$	271,000	\$	271,000
Public Investment Undertaken	\$	47,508	\$	47,508
Ratio of Private/Public Investment		5 50/71		5 50/71
		-		
Project 79 Name:Food Park Building Lease				
Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	6,600	\$	6,600
Ratio of Private/Public Investment		0		0
Project 80 Name:Carter Trucking		700 000	[A	722 500
Private Investment Undertaken (See Instructions)	\$	732,500	\$ \$	732,500 15,094
Public Investment Undertaken	\$	15,094 48 9/17	Φ	48 9/17
Ratio of Private/Public Investment		48 9/1/[40 3/11
Project 81 Name:City of Fairfield				
Private Investment Undertaken (See Instructions)	\$	54.564	\$	54,564
Public Investment Undertaken	\$	13,641	\$	13,641
Ratio of Private/Public Investment	Ψ	4	T	4
reacto of the trace that the trace t		· · · · · · · · · · · · · · · · · · ·		
Project 82 Name:Blessed Blooms				
Private Investment Undertaken (See Instructions)	\$	38,000	\$	38,000
Public Investment Undertaken	\$	8,000	\$	8,000
Ratio of Private/Public Investment		4 3/4		4 3/4
Leave the second				
Project 83 Name: Gifford Properties - 207 E. Main				
Private Investment Undertaken (See Instructions)	\$	80,000	\$	80,000
Public Investment Undertaken	\$	24,000	\$	24,000
Ratio of Private/Public Investment		3 1/3		3 1/3
Project 84 Name:Potts Family Pharmacy		0.400.000.1	l de	2 400 000
Private Investment Undertaken (See Instructions)	\$	2,100,000	\$ \$	2,100,000 160,000
Public Investment Undertaken	\$	160,000 13 1/8	J J	13 1/8
Ratio of Private/Public Investment		13 1/6		13 170
Decient 95 Named aggle Manufacturing				
Project 85 Name:Legg's Manufacturing Private Investment Undertaken (See Instructions)	 \$	55,746	\$	55,746
Public Investment Undertaken	\$	746	\$	746
Ratio of Private/Public Investment	 * 	74 8/11		74 8/11
Trado of Frivator ability in Constitution				•
Project 86 Name:Feed My Sheep				
Private Investment Undertaken (See Instructions)	\$	7,798	\$	7,798
Public Investment Undertaken	\$	3,000	\$	3,000
Ratio of Private/Public Investment		2 3/5		2 3/5
Project 87 Name:David Savage-200 E. Main St				1
Private Investment Undertaken (See Instructions)	\$	6,662	\$	6,662
Public Investment Undertaken	\$	3,000	\$	3,000
Ratio of Private/Public Investment		2 15/68		2 15/68
Project 88 Name:Ginger Ale's		440.075	\$	119,075
Private Investment Undertaken (See Instructions)	<u>\$</u> \$	119,075 30,000	\$	30,000
Public Investment Undertaken	- Φ	3 63/65	Ψ	3 63/65
Ratio of Private/Public Investment		3 00/00]		0 00,00
Project 89 Name:Country Roads Realty				
Private Investment Undertaken (See Instructions)	\$	18,900	\$	18,900
Public Investment Undertaken	\$	5,500	\$	5,500
Ratio of Private/Public Investment	+	3 24/55		3 24/55
produce of a fired or desired fired				
Project 90 Name:Farmer's Daughter				
Private Investment Undertaken (See Instructions)	\$	139,600	\$	139,600
Public Investment Undertaken	\$	50,000	\$	50,000
Ratio of Private/Public Investment		2 19/24		2 19/24

Project 91 Name:B-Way Design			
Private Investment Undertaken (See Instructions)	\$ 51,000	\$	51,000
Public Investment Undertaken	\$ 15,000	\$	15,000
Ratio of Private/Public Investment	3 2/5		3 2/5
Project 92 Name:Wayne Co Sr Center	 		<u> </u>
Private Investment Undertaken (See Instructions)	\$ 577,781	\$	577,781
Public Investment Undertaken	\$ 200,000	\$\$	200,000
Ratio of Private/Public Investment	2 8/9		2 8/9
Project 93 Name:Wayne Co. Agri-Fair	 		
Private Investment Undertaken (See Instructions)	\$ 69,741	\$	69,741
Public Investment Undertaken	\$ 27,500	\$	27,500
Ratio of Private/Public Investment	2 52/97		2 52/97
1			
Project 94 Name:Doug Wilson-309 E Delaware	 		60,000
Private Investment Undertaken (See Instructions)	\$ 28,000	\$	28,000
Public Investment Undertaken	\$ 6,000	\$	6,000
Ratio of Private/Public Investment	4 2/3		4 2/3
Control Contro			
Project 95 Name:Blessed Blooms	 		
Private Investment Undertaken (See Instructions)	\$ 220,000	\$	220,000
Public Investment Undertaken	\$ 30,000	\$	30,000
Ratio of Private/Public Investment	7 1/3		7 1/3

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:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information

		Job Description and Type	Total Salaries Paid
Number of Jobs Retained	Number of Jobs Created	(Temporary or Permanent)	Total Salaries Paid
12		Permanent	
		1	
			b

	The number of jobs, if any, time of approval of the rede		The number of jobs, if any, created as date, for the reporting period, under tassumptions as was used for the proapproval of the redevelopment agree	he same guidelines and ections used at the time of
Project Name	Temporary	Permanent	Temporary	Permanent
Ginger Ale's		12		12
Vayne County Senior Center		4		4

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.

createu.	· · · · · · · · · · · · · · · · · · ·	
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.

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

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:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

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	

SECTION 8 [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:

Input Redevelopment Project Area Name Here (auto-populates to all sections of report)

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base	e EAV	Reporting Fiscal Year EAV
2022	\$	5,034,619	10531664

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

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	1	Surplus Distributed from redevelopment project area to overlapping districts	
Wayne County	\$	32,988	
Big Mound Township	\$	22,804	
Grover Township	\$	5,544	
Fairfield School District 112	\$	114,010	
Fairfield High School District 225	\$	87,350	
Illinois Eaastern Community College JC 529	\$	17,102	
Fairfield Park District	\$	35,699	
Fairfield Corp	\$	67,024	
Wayne County Ambulance Service	\$	7,719	
Fairfield Library	\$	5,130	
	\$		
	\$	-	
	\$	_	

ATTACHMENT B CERTIFICATION OF CHIEF EXECUTIVE OFFICER

August 31, 2023

RE: City of Fairfield, Wayne County, Illinois
TIF 1 CENTRAL AREA REDEVELOPMENT PROJECT AREA

In connection with the "Annual Tax Increment Finance Report" under 65 ILCS 5/11-74.4-5(d)(3) for the Fiscal Year ending April 30, 2021, for the TIF 1 Central Area Redevelopment Project Area, as Mayor for the City of Fairfield, Wayne County Illinois, I am the "Chief Executive Officer" under 65 ILCS 5/3.1-15-10, and I do hereby certify that, as of August 30, 2023, nothing has come to my attention to lead me to certify other than that the City of Fairfield has complied with all of the requirements of the TAX Increment Allocation Redevelopment Act (65 ILCS 5.11-74.4-1, et. seq.) during the preceding fiscal year.

Gary Moore, Mayor

ATTACHMENT C TO THE FY 2023 ANNUAL TAX INCREMENT FINANCE REPORT FOR THE CITY OF FAIRFIELD, ILLINOIS

CENTRAL AREA REDEVELOPMENT PROJECT AREA (TIF 1)

OPINION OF LEGAL COUNSEL

I, Terry I. Bruckert, as Special TIF Counsel, for the City of Fairfield, Illinois, hereby certify that I have reviewed the Redevelopment Plan for the Central Area Redevelopment Project Area, the FY 2023 Annual Tax Increment Finance Report for the City of Fairfield, Illinois, and the Tax Increment Allocation Redevelopment Act. Based on my review of all relevant information and documents, it is my opinion that the City of Fairfield, Illinois, is in compliance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-3 et. seq.).

Dated this 13th day of October, 2023.

Respectively submitted,

Kelyl Buel Must

Terry I. Bruckert Special TIF Counsel

ATTACHMENT D – CENTRAL AREA DEVELOPMENT PROJECT AREA TIF 1

Activities Statement 22-23

1. Infrastructure Development

- Kieffer Bros. Construction Co. Sewer extension Wayne County Fairgrounds
- Caldwell Tanks, Inc Water Tower Design and Project Management
- Connor and Connor Connector Roads Project

2. Interest Subsidies to Develop

- Bullard's Farm Market & Bakery 910 East Main Street
- Wortman Meyer Properties Mach 1 800 West Main Street

3. Property Assembly

Podolsky Oil – 1703 West Main Street

4. Property Rehabilitation

- Feed My Sheep Soup Kitchen 200 W. Main Steet
- David Savage Dragon Fly Yoga 200 East Main Street
- MP Resources, LLC Ginger Ale's 1400 West Main Street
- Jessica McCleary Country Roads Realty 506 West Main Street
- Ron and Patti Boyd B-Way Design 1000 East Main Street
- Edwards County Council of Aging Wayne County Senior Center 302 West Main Street

5. Professional & Administrative

- Bruckert, Gruenke & Long PC Legal Fees
- Fyie & Rice Legal Fees
- Kemper CPA Audit
- Peckham Guyton & Viets Legal Fees
- Illinois Tax Increment Association Annual Dues

6. Declared Surplus

Wayne County Treasurer

Attachment E Central Area Redevelopment Project Area TIF 1

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (hereinafter referred to as the "City") and David Savage (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "Project Area"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of 7 parcels of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and making repairs to his building caused by mold(the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide and economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof and hereby acknowledge, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1

INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement and if fully stated herein.

SECTION 2

DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statues specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to provide by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.

- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3

OWNER OBLIGATIONS

- 3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable Law. The Project shall be Substantially Complete not later than one (1) year from the date of acceptance of this Agreement.
- Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4

CITY ASSISTANCE

4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$3,000.00 incurred by the Owner in accordance with this Section 4.

4.02 Certificate of Expenditure.

- (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.
 - (ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.
- (b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance</u>. This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has bee reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5

CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance</u>. Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

- 6.01 **General.** Owner represents warrants and covenants that as of the date of this Agreement.
 - (a) The Owner is the property owner of the building at 200 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.
 - (b) The Owner has the right, power and authority to enter into, execute, deliver and perform this Agreement.
 - (c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles of organization or other governance documents, as the same may be amended and supplemented.
- 6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7

COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8

INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses (including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9

<u>ASSIGNMENT</u>

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

- 10.01 **Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement.
 - (a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or
 - (b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or
 - Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
 - (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
 - (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or
 - (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and

in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11

TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12

NOTICES

All notices, demands, request, 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 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;

the City:

with copies to:

City Clerk City Hall 109 NE 2nd Street Fairfield, IL 62837 Executive Director FEDC 121 East Main Street Fairfield, IL 62837

the Owner:

David Savage 200 East Main Street Fairfield, IL 62837

SECTION 13 MISCELLANEOUS

13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.

- 13.02 <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance</u>. Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative</u>. The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.
- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

- 13.13 Approval. Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 No Third-Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their dully authorized officers on this 23rd day of March 2021.

CITY OF FAIRFIELD	DAVID SAVAGE
An Illinois Municipal Corporation By:	By: William
Gary Moore, Mayor	David Savage
	Title:
Attest:	
By: Ima Hutchcraft Tina Hutchcraft, City Clerk	Ву:
	Title:

Form of Certificate of Expenditure

Attachments: Exhibit A-1: Boundary Map of Property

Exhibit B:

Exhibit A-2: Legal Description of Property

Exhibit A-2 Legal Description of the Property

Wayne County PIN Numbers:

Legal description of parcels to be described below:

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Re: Redevelopment Agreement, dated August 10, 2022 by and between the City of Fairfield, Illinois, and

David Sayage (the "Owner")

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: David Savage
- 3. AMOUNT TO BE DISBURSED: \$_____
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:
 - (i) The amounts included in line 3 above were made or incurred or finances and were necessary for the development of the Project and were made or incurred in accordance therewith:
 - (ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;
 - (iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been included in any previous Certificate, have not been reimbursed by other

		government grants, have been properly recorded on the Owner's books and are set forth in Schedule 1, with paid invoices attached for all sums for which
	(iv)	reimbursement is requested. The amount of the TIF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to excess of \$
	(v)	The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.
1.	reimb waive	ned to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be ursed, together with copies of contractor affidavits with accompanying current lien ars, paid invoices and/or other evidence of wire transfers covering all items for a reimbursement is being requested.
Submi	itted by	
Name		
Title	····	
		APPROVED BY CITY COUNCIL:
		Date:

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (hereinafter referred to as the "City") and MP Resources, LLC d/b/a/ Ginger Ale's, 5384 E. Branch Wood Ln, Olney, IL 62450 (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "**Project Area**"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of real property located at 1400 West Main Street, Fairfield, Illinois, (hereinafter the, "Property"); and the "Project" for which TIF monies are sought is: Ginger Ale's construction project, including building materials and equipment purchases to be accomplished by Owner; said Project shall result in the renovation of the building located at 1400 W. Main Street, Fairfield, IL 62837, consisting of 1800 square feet, as well as the purchase of new equipment and the construction of certain other utility extension for the purpose of operating a new business in Fairfield, Illinois; the Project shall result in not less than 10 workers being employed by Owner in Fairfield within one year of the completion of the Project(collectively hereinafter referred to as the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide and economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial

assistance to the Owner to help recover certain redevelopment project costs in connection with Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner

would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof and hereby acknowledge, the parties hereto, intending to be legally

bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement and if fully stated herein.

SECTION 2 **DEFINITIONS**

- "Applicable Law" means all laws, statutes, acts, Environmental Laws 2.01 ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- "Environmental Laws" means all statues specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

"Executive Director" means the Executive Director of the Fairfield Economic

Development Committee.

- "Certificate of Expenditure" means a document substantially in the form of 2.04 Exhibit B to provide by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- "Parties" means the City and the Owner, collectively and their permitted 2.05 successors and assigns.
- "Substantially Complete" means completion of the building renovations and 2.06 remediation and receipt of a lien waiver from each contractor retained to perform the work.
- "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within

one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

- 3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable Law. The Project shall be Substantially Complete not later than one (1) year from the date of acceptance of this Agreement.
- Liability Insurance Prior to Completion. Prior to commencement of 3.02 construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4 CITY ASSISTANCE

- 4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$30,000.00 incurred by the Owner in accordance with this Section 4.
 - 4.02 Certificate of Expenditure.
 - (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.

A Statement showing itemization of all TIF eligible Expenses and (ii)

those that have been reimbursed to date, if any.

The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

Reimbursement payments. 4.03

The Owner will be reimbursed only the TIF Eligible Expenses approved

pursuant to Section 4.02 above.

Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.

The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment

made to the Owner.

Term of Assistance. This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has bee reimburse to the Owner,

or upon expiration of Project Area, whichever occurs first.

No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

Insurance. Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.

Project Financing. Evidence of equity and/or debt financing for the Project in an

amount sufficient to complete the Project.

Compliance with Approved Plan. Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

6.01 General. Owner represents warrants and covenants that as of the date of this Agreement.

(a) The Owner is the property owner of the building at 200 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.

(b) The Owner has the right, power and authority to enter into, execute,

deliver and perform this Agreement.

(c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles of organization or other governance documents, as the same may be amended and supplemented.

6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any

member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8 INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses.

The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses (including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 **ASSIGNMENT**

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

The following shall be events of default (the "Events of 10.01 Events of Default. Default") with respect to this Agreement.

The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or

The making or furnishing by the Owner to the City or the City to the (b) Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or

- The Commencement of any proceeding in bankruptcy by or against the Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
- The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or 6

- (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or
- (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

City Clerk City Hall 109 NE 2nd Street Fairfield, IL 62837 with copies to:

Executive Director FEDC 121 East Main Street Fairfield, IL 62837

the Owner:

Kylie S. Peavler 5384 E. Branch Wood Ln Olney, IL 62450

Courtney E. Meadows 1838 E. Otterbein Ln Noble, IL 62868

SECTION 13 MISCELLANEOUS

- 13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.
- 13.02 <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance</u>. Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or

imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.
- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 <u>Approval.</u> Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 No Third-Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their dully authorized officers on this day of Appendix, 2022.

CITY OF FAIRFIELD

An Illinois Municipal Corporation

MP Resources, LLC dba Ginger Ale's

Title: Manager

Attest:

By: Courtney A. Meadows

Courtney H. Meadows Title: Manager

Attachments:

Form of Certificate of Expenditure Exhibit A:

EXHIBIT A

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

121 Ea	ld Econor Ist Main S ld, IL 628	
Attenti	ion: Exec	utive Director
		Redevelopment Agreement, dated
Dear D	Director:	
and for	n 4 of the r the purp	requested to disburse funds from the Special Tax Allocation Fund pursuant to above referenced Redevelopment Agreement in the amount(s), to the person (s) cose (s) set forth in this Certificate of Expenditures. The terms used in this have the meanings given to those terms in the Redevelopment Agreement.
1.	CERTIF	FICATE NO. 1
2.	PAYME	ENT DUE TO:(owner)
3.	AMOUI	NT TO BE DISBURSED: \$
4.	reimbur	ount requested to be disbursed pursuant to this Certificate will be used to se the Owner for those TIF Eligible Expenses incurred for the development of the described in the Redevelopment Agreement.
5.	The und	lersigned certifies that:

(i)	The amounts included in line 3 above were made or incurred or induces and were necessary for the development of the Project and were made or incurred in			
	anandanaa therewith:			
(ii)	The amounts paid or to be paid, as set forth in this Certificate, represents a part of			
	the funds due and payable for TIF Eligible Expenses; The expenditures for which amounts are requisitioned and represented proper TIF			
(iii)	Eligible Expenses as defined in the Redevelopment Agreement, have not been			
	· 1 1 1 in any provious Certificate have not been reimbursed by outer			
	government grants, have been properly recorded on the Owner's books and are set			
	forth in Schedule 1, with paid invoices attached for all sums for which			
	unively many and is requested			
(iv)	The amount of the TIE Eligible Expenses to be reimbursed in accordance with			
(14)	this Contificate together with all amounts submitted in previous Certificates of			
	reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement			
	is not to expect of \$			
(v)	The Owner is not in default under the Redevelopment Agreement, and nothing			
()	has occurred to the knowledge of the Owner that would prevent the performance			
	of its obligation under the redevelopment Agreement.			
waiy	abursed, together with copies of contractor affidavits with accompanying current lien vers, paid invoices and/or other evidence of wire transfers covering all items for the reimbursement is being requested.			
Submitted	· · · · · · · · · · · · · · · · · · ·			
Name				
Title	\cdot			
	APPROVED BY CITY COUNCIL:			
	Date:			

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (Hereinafter referred to as the "City") and Jessica McCleary dba/Country Roads Realty (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "**Project Area**"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of 1 parcel of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and Roofing and Flooring the Building (the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide and economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof and hereby acknowledge, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement and if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statues specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to provide by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Éligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable

Law. The Project shall be Substantially Complete not later than one (1) year from the date of

acceptance of this Agreement.

Liability Insurance Prior to Completion. Prior to commencement of 3.02 construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4 CITY ASSISTANCE

4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$5,500.00 incurred by the Owner in accordance with this Section 4.

4.02 <u>Certificate of Expenditure.</u>

- (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.

(ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.

(b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for

disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance</u>. This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance</u>. Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6 COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

- 6.01 General. Owner represents warrants and covenants that as of the date of this Agreement.
 - (a) The Owner is the property owner of the building at 200 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.
 - (b) The Owner has the right, power and authority to enter into, execute, deliver and perform this Agreement.
 - (c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles

of organization or other governance documents, as the same may be amended and

supplemented.

Conflict of Interest. The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

> **SECTION 8** INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses

(including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

10.01 Events of Default. The following shall be events of default (the "Events of Default") with respect to this Agreement.

(a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements, or obligations under this Agreement in any material respect; or

(b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or

- Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
- (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
- (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or
- (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not

diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

City Clerk City Hall 109 NE 2nd Street Fairfield, IL 62837 with copies to:

Executive Director FEDC 121 East Main Street Fairfield, IL 62837

the Owner	•
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SECTION 13 MISCELLANEOUS

13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.

- 13.02 <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance.</u> Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered, or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement, nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define, or expand the content thereof.
- 13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.

- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 Approval. Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 <u>No Third-Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their dully authorized officers on this 27th day of Sedember, 2022.

sception to the second	
CITY OF FAIRFIELD An Illinois Municipal Corporation	(owner's name)
By: Gary Moore, Mayor	By: (Jowner's name)
	Title:
Attest:	
By: Ima Sutchcrass Tina Hutchcrast, City Clerk	Ву:
	Title:

Attachments: Exhibit A-1: Boundary Map of Property

Exhibit A-2: Legal Description of Property
Exhibit B: Form of Certificate of Expenditure

Exhibit A-2

Legal Description of the Property

Wayne County PIN Numbers: 21-50-042-003

Legal description of parcels to be described below: Lot 10 Except 30' off west side thereof IC Sailor's 2nd addition 2009-1202 WD 5-09 2016-1450 QCD 5-16

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Re:

Redevelopment Agreement, dated September 8,2022 by and between the City of Fairfield, Illinois, and Country Roads Realty (the "Owner")

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: Jessica McCleary
- 3. AMOUNT TO BE DISBURSED: \$5,500.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:
 - (i) The amounts included in line 3 above were made or incurred or finances and were necessary for the development of the Project and were made or incurred in accordance therewith:
 - (ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;
 - (iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been

included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in <u>Schedule 1</u>, with paid invoices attached for all sums for which reimbursement is requested.

(iv) The amount of the TIF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to excess of \$_____

(v) The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by:		
Name		
Title		
	APPROVED BY CITY COUNCIL:	
	Date:	

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (hereinafter referred to as the "City") and Andrew Gifford d/b/a Gifford Properties, LLC (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "**Project Area**"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of one parcel of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and Rehabilitation of Property at 1400 West Main Street (the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide and economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof and hereby acknowledge, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement and if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statues specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to provide by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable

Law. The Project shall be Substantially Complete not later than one (1) year from the date of

acceptance of this Agreement.

Liability Insurance Prior to Completion. Prior to commencement of 3.02 construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4 CITY ASSISTANCE

4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$45,000.00 incurred by the Owner in accordance with this Section 4.

4.02 Certificate of Expenditure.

- (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.
 - (ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.
- (b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in

writing, as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance.</u> This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance.</u> Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

- 6.01 **General.** Owner represents warrants and covenants that as of the date of this Agreement.
 - (a) The Owner is the property owner of the building at 200 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.
 - (b) The Owner has the right, power, and authority to enter into, execute, deliver and perform this Agreement.
 - (c) The execution, delivery, and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles

of organization or other governance documents, as the same may be amended and supplemented.

6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8 INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses

Exhibit A-2: Legal Description of Property
Exhibit B: Form of Certificate of Expenditure

Exhibit A-2 Legal Description of the Property

Wayne County PIN Numbers:

22-50-034-006

Legal description of parcels to be described below: Lot 12 Parker Brothers Addition 2021-2399 SP WD 7-21

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Re:

Redevelopment Agreement, dated September 8,2022 by and between the City of Fairfield, Illinois, and

Andrew Gifford (the "Owner")

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: Andrew Gifford
- 3. AMOUNT TO BE DISBURSED: \$45,000.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:
 - (i) The amounts included in line 3 above were made or incurred or finances and were necessary for the development of the Project and were made or incurred in accordance therewith:

(ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;

(iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been

included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in <u>Schedule 1</u>, with paid invoices attached for all sums for which reimbursement is requested.

(iv) The amount of the TÎF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to excess of \$_____

(v) The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by:		
Name		
Title		
	APPROVED BY CITY COUNCIL:	
	Date:	

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (hereinafter referred to as the "City") and Farmer's Daughter Formals, LLC (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "**Project Area**"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of 1 parcel of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and Interior and Exterior Renovation (the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide and economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof and hereby acknowledge, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement and if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statues specifically described in the definition of Hazardous Materials and all federal, state, and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to provide by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable

Law. The Project shall be Substantially Complete not later than one (1) year from the date of acceptance of this Agreement.

Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4 CITY ASSISTANCE

4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$50,000.00 incurred by the Owner in accordance with this Section 4.

4.02 Certificate of Expenditure.

- (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.
 - (ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.
- (b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for

disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance.</u> This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance.</u> Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6 COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

- 6.01 **General.** Owner represents warrants and covenants that as of the date of this Agreement.
 - (a) The Owner is the property owner of the building at 200 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.
 - (b) The Owner has the right, power and authority to enter into, execute, deliver and perform this Agreement.
 - (c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles

of organization or other governance documents, as the same may be amended and supplemented.

1

6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8 INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses

(including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

- 10.01 **Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement.
 - (a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or
 - (b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or
 - (c) The Commencement of any proceeding in bankruptcy by or against the Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
 - (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
 - (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or
 - (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not

diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

City Clerk City Hall 109 NE 2nd Street Fairfield, IL 62837 with copies to:

Executive Director FEDC

121 East Main Street Fairfield, IL 62837

SECTION 13 MISCELLANEOUS

13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.

- 13.02 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance.</u> Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.

- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 <u>Approval.</u> Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 No Third-Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their dully authorized officers on this 23rd day of March 2021.

CITY OF FAIRFIELD An Illinois Municipal Corporation	(owner's name)
By:Gary Moore, Mayor	By:(owner's name)
	Title:
Attest:	
By: Tina Hutchcraft, City Clerk	By:
	Title:

Attachments: Exhibit A-1: Boundary Map of Property

Exhibit A-2: Legal Description of Property
Exhibit B: Form of Certificate of Expenditure

Exhibit A-2

Legal Description of the Property

Wayne County PIN Numbers:

1

21-50-004-009

Legal description of parcels to be described below: Lot 34 Com 22' East of Southwest Corner East 21'N 111 ½ 'West 21' South to Beginning Original Town 2018-2485 WD 10-18

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Re: Redevelopment Agreement, dated Sept 13,2022

by and between the City of Fairfield, Illinois, and Farmer's Daughter Formals LLC (the "Owner")

Dear Director:

1 '

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: Farmer's Daughter Formals, LLC
- 3. AMOUNT TO BE DISBURSED: \$50,000.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:
 - (i) The amounts included in line 3 above were made or incurred or finances and were necessary for the development of the Project and were made or incurred in accordance therewith:
 - (ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;
 - (iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been

included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in <u>Schedule 1</u>, with paid invoices attached for all sums for which reimbursement is requested.

(iv) The amount of the TIF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to excess of \$50,000.00

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(v) The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by:		
Name		
Title		
	APPROVED BY CITY COUNCIL:	
	Date	

11.

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation. (hereinafter referred to as the "City") and B-Way Design & Decorating, LLC (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "Project Area"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 the City adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 the City adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder for certain real property located at 1000 East Main Street, Fairfield, Illinois 62837, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and the Owner is having repairs made to its building located at 1000 East Main Street, Fairfield, Illinois, by having new roofing installed on the said building and having the exterior of said building painted (the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment Project costs in connection with the Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statutes specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to be provided by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable

expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance.</u> This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimbursed to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance.</u> Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

- 6.01 **General.** Owner represents warrants and covenants that as of the date of this Agreement.
 - (a) The Owner is the property owner of the building at 1000 E. Main Street, Fairfield, Illinois and is qualified to do business in Illinois.
 - (b) The Owner has the right, power and authority to enter into, execute, deliver and perform this Agreement.
 - (c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's Operating Agreement or other governance documents, as the same may be amended and supplemented.

4

Law. The Project shall be Substantially Complete not later than one (1) year from the date of

acceptance of this Agreement.

Liability Insurance Prior to Completion. Prior to commencement of 3.02 construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.

SECTION 4 CITY ASSISTANCE

4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the City agrees to reimburse the Owner 100% of TIF Eligible Expenses up to the maximum sum of <u>\$15,000.00</u> incurred by the Owner in accordance with this Section 4.

4.02 Certificate of Expenditure.

- (a) The Owner shall summit to the Executive Director a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence as the City shall reasonably require that document the right of the Owner to be reimbursed under this Agreement.

(ii) A Statement showing itemization of all TIF Eligible Expenses and those that have been reimbursed to date, if any.

(b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for

disapproval of any expenditure for which reimbursement is sought shall be that such

6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8 INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct 8.01 interest in the Project or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act of negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of state of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought based upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume and pay for the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Section 8 shall be binding on the Owner only for such period as the Owner maintains a direct interest in the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgments, fines, penalties, cost and expenses (including reasonable attorney's fees) which may arise directly or indirectly

from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonably withheld.

SECTION 10 DEFAULT REMEDIES

10.01 Events of Default. The following shall be events of default (the "Events of Default") with respect to this Agreement.

(a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any

material respect; or

- (b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or
- (c) The Commencement of any proceeding in bankruptcy by or against the Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
- (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
- (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation any pending construction; or

(f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.

10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable

time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event of Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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:

the City:

City Clerk City Hall

109 NE 2nd Street

Fairfield, IL 62837

with copies to:

Executive Director

FEDC

121 East Main Street

Fairfield, IL 62837

the Owner:

B-Way Design & Decorating, LLC 1000 East Main Street Fairfield, IL 62837

SECTION 13 MISCELLANEOUS

13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.

13.02 <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to the Owner or any successor in interest to such party for any amount which may become due to the Owner from the City or any obligation under the terms of this

Agreement.

13.04 <u>Further Assurance</u>. The Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.

13.05 <u>No Waiver</u>. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.

- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically stated in writing.
- 13.07 <u>Disclaimer.</u> Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 <u>Headings</u>. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 <u>Severability</u>. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.
- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

- 13.13 <u>Approval.</u> Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9 above. This Agreement shall be binding upon the City, its successors and assigns to the extent provided herein.
 - 13.15 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 <u>No Third-Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is intended as a third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, the obligations of such person and entities under this Agreement shall be joint and several with the Owner.

IN WITNESS WHEREOF, the parties executed individually or by their dully authorized for the parties and the parties of the part	
CITY OF FAIRFIELD An Illinois Municipal Corporation	B-Way Design & Decorating, LLC
10 Marson	

Title: Member-Manager

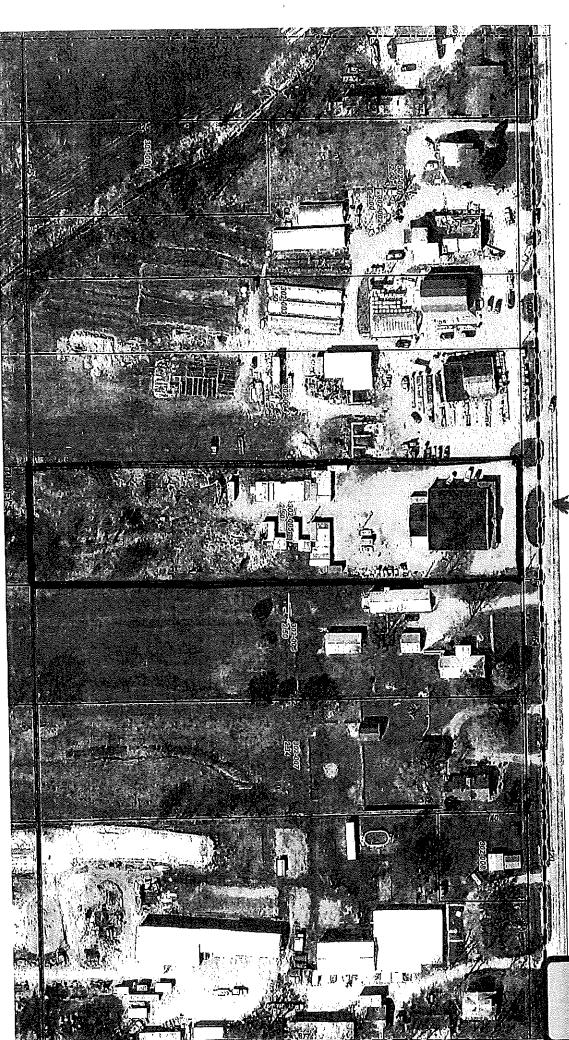
Patricia Boyd-Bowles

Attest:

By: Ima Hutchcafs
Tina Hutchcraft, City Clerk

Attachments: Exhibit A-1: Boundary Map of Property [area within black border]

Exhibit A-2: Legal Description of Property
Exhibit B: Form of Certificate of Expenditure



P. way DESTEN &
DECORATIONS
FAIRFOLD, ILL
FAIRFOLD, ILL

EXHIBIT

Exhibit A-2 Legal Description of the Property

Wayne County PIN Numbers:

21-50-138-012 09-05-016-016

Legal description of parcels to be described below:

The East Half of Out Lot No. 3 and the East Half of Out Lot No. 14 in Turney's Second Addition to the Town, now City of Fairfield, Illinois, EXCEPT that part of Out Lot No. 14 which lies West and South of the Sewerage Ditch (Also known as Johnson Creek), situated in Wayne County, Illinois.

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: B-Way Design & Decorating, LLC
- 3. AMOUNT TO BE DISBURSED: \$15,000.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:
 - (i) The amounts included in line 3 above were made or incurred or financed and were necessary for the development of the Project and were made or incurred in accordance therewith:
 - (ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;
 - (iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been

included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in <u>Schedule 1</u>, with paid invoices attached for all sums for which reimbursement is requested.

- (iv) The amount of the TIF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to exceed \$15,000.00.
- (v) The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the Redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by:		
Name		
Title		
	APPROVED BY CITY COUNCIL:	
	Date:	

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City") and Edwards County Council on Aging (hereinafter referred to as the "Owner"), by and through its Director and duly authorized agent, Phil Blair who by signing below represents and warrants that he has authority to bind the Owner to the terms of this Redevelopment Agreement.

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "Project Area"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of parcels of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and said owner desires to make renovations to a building on the property to be used as a Senior Citizen's Center in Fairfield, IL(the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide an economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with the Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statutes specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to be provided by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

- 3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable Law. The Project shall be Substantially Complete not later than one (1) year from the date of acceptance of this Agreement.
- Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.
- 3.03 All Risk Property. All Risk Property Insurance at replacement value of the property to protect against loss of damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

SECTION 4 CITY ASSISTANCE

- 4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$200,000.00 incurred by the Owner in accordance with this Section 4.
 - 4.02 Certificate of Expenditure.
 - (a) The Owner shall summit to the TIF Coordinator a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.

- (ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.
- (b) The TIF Coordinator shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance</u>. This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance.</u> Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

General. Owner represents warrants and covenants that as of the date of this Agreement.

The Owner is the property owner of the building at 200 E. Main Street,

Fairfield, Illinois and is qualified to do business in Illinois.

The Owner has the right, power and authority to enter into, execute,

deliver and perform this Agreement.

The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles of organization or other governance documents, as the same may be amended and supplemented.

Conflict of Interest. The Owner represents and warrants that it will not offer any 6.02 compensation, development interest in the Property or the Project, other financial benefit to any

member, official, or employee of the City, or any consultant hired by the City.

SECTION 7

COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

SECTION 8 INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct 8.01 interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in

the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses (including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

10.01 **Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement.

(a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or

(b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or

- Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
- (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
- (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a

stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or

(f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.

10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.

11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

with copies to:

City Clerk City Hall 109 NE 2nd Street Fairfield, IL 62837

TIF Coordinator 121 East Main Street Fairfield, IL 62837 the Owner:

Phil Blair, Director Edwards County Council on Aging 323 N. Fifth Street Albion, Illinois 62806

SECTION 13 MISCELLANEOUS

- 13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.
- 13.02 <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance.</u> Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

- 13.09 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.
- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 <u>Approval.</u> Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 <u>No Third-Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.
- 13.18 **Recoupment.** If the project is terminated for any reason, the City may recover monies awarded equaling the amount that remains unfinished on the Project.

executed individually or by their dully authorized officers on this Znd day of Lebruary 2023.

CITY OF FAIRFIELD EDWARDS COUNTY COUNCIL ON AGING

By: Gary Moore, Mayor By: Phil Blair

Title: Director

Attest:

By: Man Hutchcraft, City Clerk

Attachments: Exhibit A-1: Boundary Map of Property Exhibit A-2: Legal Description of Property

Form of Certificate of Expenditure

Exhibit B:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

Exhibit A-2

Legal Description of the Property

Wayne County PIN Numbers: 21-50-087-006 21-50-087-005 21-50-043-002

Legal description of parcels to be described below:

A tract of ground described as beginning thirty (30) feet east of the northwest corner of lot number two (2) in Rinard's second addition to the City of Fairfield, Wayne County, Illinois, running thence west to a point ten (10) feet east of the southwest corner of lot number four (4) of Hall's block, running thence North one hundred forty-two (142) feet, thence east to a point one hundred forty two (142) feet north of a point thirty (30) feet east of the Northwest corner of lot number two (2) in Rinard's second addition to the City of Fairfield, Wayne County, Illinois, being a part of the South half (S/2) of the Northwest quarter (NW/4) of section six (6), township two (2) South, range eight (8) East of the third principal meridian, Wayne County, Illinois; and thirty (30) feet off the West side of lot number two (2) in Rinard's second addition to the City of Fairfield, Wayne County, Illinois.

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Re: Redevelopment Agreement, dated

by and between the City of Fairfield, Illinois, and

Edwards County Council on Aging

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: Edwards County Council on Aging
- 3. AMOUNT TO BE DISBURSED: \$200,000.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:

The amounts included in line 3 above were made or incurred or finances and were (i) necessary for the development of the Project and were made or incurred in accordance therewith:

The amounts paid or to be paid, as set forth in this Certificate, represents a part of (ii)

the funds due and payable for TIF Eligible Expenses;

The expenditures for which amounts are requisitioned and represented proper TIF (iii) Eligible Expenses as defined in the Redevelopment Agreement, have not been included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested.

The amount of the TIF Eligible Expenses to be reimbursed in accordance with (iv) this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement

is not to excess of \$200,000.00

The Owner is not in default under the Redevelopment Agreement, and nothing (v) has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by:		
Name		:
Title		
	APPROVED BY CITY CO	UNCIL:
	Date:	

REDEVELOPMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the City of Fairfield, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "City") and The New Wayne County Agricultural Fair (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the City has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, the City has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the act; and

WHEREAS, on December 22, 1992 the City adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (the "Plan") for a redevelopment project area commonly known as TIF No. 1 (the "**Project Area**"), and adopting tax increment financing for said Project Area respectively, and;

WHEREAS, on June 24, 2014 the City adopted Ordinance 14-0624-72, which among other minor changes, amended the estimated redevelopment project costs as stated in the Plan; and

WHEREAS, on September 9, 2014 adopted Ordinance 14-0909-77, which amended the Plan to remove certain property from the Project Area; and

WHEREAS, on February 10, 2015 adopted Ordinance 15-0210-89, which amended the Plan to extend the estimated date of completion of the redevelopment project by up to 12 years as authorized by P.A. 98-1153; and

WHEREAS, the Owner is the title holder of parcels of real property, the boundaries of which are delineated on Exhibit A-1 and legally described on Exhibit A-2 (the "Property"); and Updating the Fairgrounds Electrical Connections (the "Project"); and

WHEREAS, in order to eliminate the blighting condition upon the Property, to help arrest and prevent blighting conditions outside the Property in the Project Area, to enhance the quality of life in the City, to provide an economic stimulus to this area of the City, to attract other private development that will enhance the tax base of the City and to further the objectives of the Plan, the City pursuant to the powers granted by the Act, intends to provide financial assistance to the Owner to help recover certain redevelopment project costs in connection with the Project; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Owner would not undertake the Project; and

WHEREAS, the City believes that the development of the Project, pursuant to the Redevelopment Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

SECTION 1 INCORPORATION OF PREAMBLES RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein.

SECTION 2 DEFINITIONS

- 2.01 "Applicable Law" means all laws, statutes, acts, Environmental Laws ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities including, but not limited to, the City, that now or hereafter during the terms of this Agreement may be applicable to the City, the Owner, and/or the Project, and the construction, maintenance, uses and operation thereof, including those relating to employees, zoning, building, health, safety, hazardous materials, and accessibility to public facilities.
- 2.02 "Environmental Laws" means all statutes specifically described in the definition of Hazardous Materials and all federal, state and local environmental, health and safety statues, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.03 "Executive Director" means the Executive Director of the Fairfield Economic Development Committee.
- 2.04 "Certificate of Expenditure" means a document substantially in the form of Exhibit B to be provided by the Owner to the City in accordance with this Agreement and evidencing TIF Eligible Expenses incurred by the Owner and eligible for reimbursement to Owner under the terms of this Agreement and the Act. The Certificate of Expenditures is sometimes referred to herein as a "Certificate".
- 2.05 "Parties" means the City and the Owner, collectively and their permitted successors and assigns.
- 2.06 "Substantially Complete" means completion of the building renovations and remediation and receipt of a lien waiver from each contractor retained to perform the work.
- 2.07 "TIF Eligible Expenses" means all reasonable redevelopment costs incurred that (i) meet the definition of redevelopment project costs as defined in the Act and (ii) fall within one of the budgeted line items contained in Table Two of the Redevelopment Plan as amended, provided, however, that TIF Eligible Expenses shall not include interest cost subsidies.

SECTION 3 OWNER OBLIGATIONS

- 3.01 <u>Development of the Project.</u> The Owner shall proceed with and complete the Project in a manner compatible with this Agreement, the Redevelopment Plan and Applicable Law. The Project shall be Substantially Complete not later than one (1) year from the date of acceptance of this Agreement.
- Liability Insurance Prior to Completion. Prior to commencement of construction of the Project, the Owner or the Owner's contractor shall procure and deliver to the City, at the Owner's or such contractor's expense, and shall maintain in full force and effect until each and every obligation of Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,00) Dollars total, all such policies to be in such form and issued by such companies and shall be reasonably acceptable to the City to protect City and Owner against any liability incidental to the use of or resulting any accident occurring in or about the improvements or the construction and improvements thereof. Each such policy shall name the City as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy, provided, however, if such issuer is unable or unwilling to provide such affirmative statement, then such affirmative statement need not be included in such policies, and in such case the Owner shall give written notice to the City at least twenty (20) days prior to any cancellation or amendment of each policy required hereunder, unless the Owner himself has less than twenty-one (21) days prior notice thereof, in which case the Owner shall give prompt written notice thereof to the City upon the Owner's receipt of notice thereof.
- 3.03 All Risk Property. All Risk Property Insurance at replacement value of the property to protect against loss of damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

SECTION 4 CITY ASSISTANCE

- 4.01 <u>Reimbursement of TIF Eligible Expenses.</u> After Substantial Completion of the Project the city agrees to reimburse the Owner 100% TIF Eligible Expenses up to the maximum sum of \$27,500.00 incurred by the Owner in accordance with this Section 4.
 - 4.02 Certificate of Expenditure.
 - (a) The Owner shall summit to the TIF Coordinator a written statement in the form attached to this Agreement as Exhibit B (Certificate of Expenditure") setting forth the amount of reimbursement request and the specific redevelopment project costs for which reimbursement is being sought. Each Certificate shall be accompanied by;
 - (i) Such bills, invoices, lien waivers or other evidence at the City shall reasonably require document the right of the Owner to be reimbursed under this Agreement.

- (ii) A Statement showing itemization of all TIF eligible Expenses and those that have been reimbursed to date, if any.
- (b) The Executive Director shall as soon as practical after receipt of any Certificate from the Owner, forward it along with an opinion of eligibility of such TIF expenses to the City Council. Within thirty (30) days of receipt of any Certificate, the City Council shall either approved or disapprove the documented TIF Eligible Expenses accompanying the Certificate. If the City Council disapproves the request in its entirety or specific expenditures items, then it shall provide to the Owner an explanation, in writing, as to why such request was disapproved; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not considered to be eligible because such expenditure does not fall within one of the cost line items contained in Table Two of the Plan, or otherwise does not fall within the definition of redevelopment project cost as defined in the Act.

4.03 Reimbursement payments.

- (a) The Owner will be reimbursed only the TIF Eligible Expenses approved pursuant to Section 4.02 above.
- (b) Prior to making payment to the Owner for reimbursement of TIF Eligible Expenses, the Owner shall provide evidence that the real property tax bills for the Property for the given tax year have been paid in full.
- (c) The Finance Director shall maintain an account of payment to the Owner under this Agreement and may set up a sub-account to the TIF Fund to track payment made to the Owner.
- 4.04 <u>Term of Assistance</u>. This Agreement and the funds to be paid out accordingly shall expire when the maximum amount stated in Section 4.01 has been reimburse to the Owner, or upon expiration of Project Area, whichever occurs first.
- 4.05 No General Obligation of the City. THE CITY'S OBLIGATION TO REIMBURSE THE OWNER UNDER THIS AGREEMENT IS A LIMITED OBLICATION PAYABLE SOLELY FROM THE AVAILABLE TAX INCREMENT REVENUE GENERATED WITHIN THE CENTRAL AREA REDEVELOPMENT PROJECT AREA FROM TIME TO TIME AND SHALL NOT BE DEEMED TO CONSITUTE AND INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE CITY, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 5 CONDITIONS PRECEDENT TO CITY OBLIGATION

The City's obligation under this Agreement shall, for the Project, be subject to:

- 5.01 <u>Insurance.</u> Proof that the policies of insurance of the type and coverage specified in Section 3.02 hereof have been obtained and are in force with regard to the Project.
- 5.02 <u>Project Financing.</u> Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project.
- 5.03 <u>Compliance with Approved Plan.</u> Construction of the Project by Owner in substantial conformance, with the Plans approved by the City.

SECTION 6

COVENANTS/REPRESENTATIONS/WARRANTIES OF OWNER

6.01 General. Owner represents warrants and covenants that as of the date of this Agreement.

(a) The Owner is the property owner of the Wayne County Fairgrounds,

Fairfield, Illinois and is qualified to do business in Illinois.

(b) The Owner has the right, power and authority to enter into, execute,

deliver and perform this Agreement.

- (c) The execution, delivery and performance by Owner of its obligations under this Agreement have been duly authorized and do not violate the Owner's articles of organization or other governance documents, as the same may be amended and supplemented.
- 6.02 <u>Conflict of Interest.</u> The Owner represents and warrants that it will not offer any compensation, development interest in the Property or the Project, other financial benefit to any member, official, or employee of the City, or any consultant hired by the City.

SECTION 7 COVENANTS/REPRESENTATIONS/WARANTIES OF CITY

The City represents that it has the authority as a municipality in the State of Illinois to execute and deliver this Agreement and to perform its obligations hereunder, subject to applicable laws.

<u>SECTION 8</u> INDEMNIFICATION

Owner Indemnification of the City. So long as the Owner maintains a direct interest in the Project or any part thereof (excluding, for example, an interest there in solely as a creditor or mortgagee), the Owner agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Owner's operation or management of the Project, or from any work or thing done by the Owner on the Project, or any work or activity of the Owner connected to the construction of the Project; (ii) the Owner's construction of the Public Improvements (iii) any breach or default on the part of the Owner in the performance of any of its obligations under or in respect of this Agreement; (iv) any act or negligence or willful or wanton misconduct of the Owner or any of its agents, contractors, servants or employees; (v) any violation by the Owner of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project; (vi) any violation of Applicable Law or (vii) any violation by the Owner of sate of federal securities law in connection with the offer and sale of interest in the Owner its affiliates or any part of the Project. The Owner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made, or action brought bases upon any such claim in respect of which indemnity may be sought against the Owner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Owner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in

the defense thereof, but the fees and expenses of such counsel shall be at the expenses City. It is agreed and understood that the aforesaid indemnities in this Article VIII shall be binding on the Owner only for such period as the Owner maintains a direct interest in the "Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or part thereof; provided, notwithstanding the foregoing, the Owner shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees. In no way limiting the foregoing, the Owner shall also indemnify and hold harmless the City, its agents, officers and employees against all damages, claims, suits, liabilities, judgements, fines, penalties, cost and expenses (including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

- 10.01 **Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement.
 - (a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or
 - (b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or
 - (c) The Commencement of any proceeding in bankruptcy by or against the Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
 - (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
 - (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a

stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or

- (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

<u>SECTION 11</u> TERMINATION OF AGREEMENT

- 11.01 <u>Termination by the City.</u> The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 <u>Termination by the Owner.</u> The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

with copies to:

City Clerk

City Hall

109 NE 2nd Street

Fairfield, IL 62837

TIF Coordinator

121 East Main Street

Fairfield, IL 62837

the Owner:

The New Wayne County Agricultural Fair

c/o Agent Valerie Edwards 363 E. Public Road Mill Shoals, Illinois 62862

SECTION 13 MISCELLANEOUS

- 13.01 <u>Amendment.</u> This Agreement may not be amended without the prior written consent of the City and the Owner.
- 13.02 <u>Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance.</u> Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.
- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 Approval. Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 <u>No Third-Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.
- 13.18 **Recoupment**. If the project is terminated for any reason, the City may recover monies awarded equaling the amount that remains unfinished on the Project.

IN WITNESS WHEREOF, the parties hereto have caused this Ag	greement to be
executed individually or by their dully authorized officers on this da	
2023.	

CITY OF FAIRFIELD

An Illinois Municipal Corporation

THE NEW WAYNE COUNTY AGRICULTURAL FAIR

Gary Moore, Mayor

Title: President

Attest:

Title:

Attachments: Exhibit A-1: Boundary Map of Property

Exhibit A-2: Legal Description of Property Exhibit B:

Form of Certificate of Expenditure

Exhibit A-2

Legal Description of the Property

Wayne County PIN Numbers: 05-01-003-017

Legal description of parcels to be described below:

E PT N PT SE "Less 200 SQ. FT" NW 2020-2936 ANNEXATION 11-2020 2020-3025 ANNEXATION 11-2020

EXHIBIT B

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

(DATE)

Fairfield Economic Development Committee 121 East Main Street Fairfield, IL 62837

Attention: Executive Director

Redevelopment Agreement, dated Re:

by and between the City of Fairfield, Illinois, and

The New Wayne County Agricultural Fair

Dear Director:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4 of the above referenced Redevelopment Agreement in the amount(s), to the person (s) and for the purpose (s) set forth in this Certificate of Expenditures. The terms used in this Certificate shall have the meanings given to those terms in the Redevelopment Agreement.

- 1. CERTIFICATE NO. 1
- 2. PAYMENT DUE TO: The New Wayne County Agricultural Fair
- 3. AMOUNT TO BE DISBURSED: \$27,500.00
- 4. The amount requested to be disbursed pursuant to this Certificate will be used to reimburse the Owner for those TIF Eligible Expenses incurred for the development of the Project described in the Redevelopment Agreement.
- 5. The undersigned certifies that:

- (i) The amounts included in line 3 above were made or incurred or finances and were necessary for the development of the Project and were made or incurred in accordance therewith:
- (ii) The amounts paid or to be paid, as set forth in this Certificate, represents a part of the funds due and payable for TIF Eligible Expenses;
- (iii) The expenditures for which amounts are requisitioned and represented proper TIF Eligible Expenses as defined in the Redevelopment Agreement, have not been included in any previous Certificate, have not been reimbursed by other government grants, have been properly recorded on the Owner's books and are set forth in Schedule 1, with paid invoices attached for all sums for which reimbursement is requested.
- (iv) The amount of the TIF Eligible Expenses to be reimbursed in accordance with this Certificate, together with all amounts submitted in previous Certificates or reimbursed to the Owner pursuant to Section 4 of the Redevelopment Agreement is not to excess of \$27,500.00
- (v) The Owner is not in default under the Redevelopment Agreement, and nothing has occurred to the knowledge of the Owner that would prevent the performance of its obligation under the redevelopment Agreement.

Attached to this Certificate is Schedule 1 itemizing the TIF Eligible Expenses to be reimbursed, together with copies of contractor affidavits with accompanying current lien waivers, paid invoices and/or other evidence of wire transfers covering all items for which reimbursement is being requested.

Submitted by.		
		and the second s
Name		
Title		A ADDRESS.
	APPROVED BY CITY COUNCIL:	
	Date:	

Carlana itta al lavo

CITY OF FAIRFIELD

ORDINANCE NO. 22-0913-

ORDINANCE AUTHORIZING REDEVELOPMENT PROJECT (Water Tower)

WHEREAS, the CITY OF FAIRFIELD, ILLINOIS has the authority under the provisions of the Tax Increment Allocation Redevelopment Act, (65 ILCS 5/11-74.4-1 et seq. – hereinafter the, "Act) to finance redevelopment in accordance with the conditions and requirements set forth in the Act;

WHEREAS, on December 22, 1992, the CITY OF FAIRFIELD, ILLINOIS adopted Ordinances 1392, 1393 and 1394 approving a Tax Increment Redevelopment Plan (hereinafter the, "Plan") for a redevelopment project area commonly known as TIF No. 1 (hereinafter the, "Project Area"), and adopting tax increment financing for said Project Area respectively;

WHEREAS, the CITY OF FAIRFIELD, ILLINOIS, from time to time, has amended the Plan and the Project Area;

WHEREAS, the City designated a Redevelopment Project Area and approved a Redevelopment Plan in connection therewith for the Central Area Redevelopment Plan and Project on December 22, 1992, the term on which was extended by Public Act 99-136 to December 31, 2027 ("TIF 1");

WHEREAS, the City is authorized by the Act to expend funds from the Special Tax Allocation Fund (hereinafter "TIF monies") for, among other items, all reasonable costs incurred for repair of fixtures (such as water towers for utilities) for businesses that are within the TIF district; (See 65 ILCS 5/11-74.4-3(q));

WHEREAS, the City Council of the CITY OF FAIRFIELD, ILLINOIS has determined that it has the authority pursuant to the Act and the Ordinances adopted, to promote the health, safety and welfare of the CITY OF FAIRFIELD, ILLINOIS, and its inhabitants, to prevent the spread of blight, to encourage development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving these purposes;

WHEREAS, on June 2, 2020, the TIF committee considered spending TIF monies for the City infrastructure project for a new water tower, to be constructed to the North of and immediately adjacent to the current water tower located on Northwest Seventh Street, in Fairfield, Illinois. Pursuant to the work of Connor & Connor, the City's Consulting Engineers, it was determined that the current water tower on Northwest Seventh Street services 28.7% of the area that is within the TIF district. (The proposed new water tower will service the same area). At that time, the TIF committee agreed that the City Council should award the TIF monies in the amount of 28.7% of the total costs of construction for the new water tower to be constructed on Northwest Seventh Street (the "Project"). The total costs of construction for the new water tower is \$1,836,690. The amount of \$527,130.03 is 28.7% of the total costs of construction for the new water tower. The City Council hereby believes that it benefits the TIF district to utilize TIF monies in the said amount of \$527,130.03 toward the new water tower project.

WHEREAS, the City of Fairfield TIF Committee met on June 2, 2020 and considered the proposed Project and the TIF Committee approved recommending that the City Council approve funding approximately 28.7% of the Project (pursuant to the reasoning as set forth above) using TIF eligible funds in the amount of \$527,130.03 and approving said amount toward the project to

be paid from TIF. (See the attached Fairfield TIF Committee Meeting Minutes – June 2, 2020-that is attached herewith as Exhibit 1 and incorporated herein by reference).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRFIELD, WAYNE COUNTY, ILLINOIS as follows:

Section 1: The forgoing recitals are incorporated herein as findings of the City Council of the CITY OF FAIRFIELD, ILLINOIS.

Section 2: The City Council FINDS and DECLARES that:

- a. The proposed water tower and accompanying water lines benefit businesses within the TIF district;
- b. These expenditure from TIF funds will directly benefit and enable the operations of the said businesses within the TIF;
- c. The City believes it would be prudent that 28.7% of the money for the current Project be paid from TIF.
- Section 3: The City hereby APPROVES the Redevelopment Project as described herein and DETERMINES that the Redevelopment Project is eligible for reimbursement of Redevelopment Project Costs as such term is defined in the TIF Act.
- Section 4: The City hereby APPROVES funding approximately 28.7% of the Project using TIF eligible expenses in the amount of \$527,130.03 toward the Project.
- Section 5: All elected officials, officers, agents and employees of the City are hereby authorized, empowered and directed to take such additional acts as may be necessary, appropriate or convenient to effectuate this Ordinance and the purpose hereof.
- Section 6: All Ordinances or Resolutions or any parts thereof that are in conflict herewith are hereby repealed to the extent of said conflict.

Section 7:	This Ordinance shall be in full force and effect from and after its passage
by a vote of the corp	orate authorities now holding office, and approval, in the manner provided
by law.	
AYES:	
NAYS:	
ABSENT:	
ABSTAIN:	
	TINA HUTCHCRAFT, City Clerk
APPROVED this _	day of September 2022.
	GARY MOORE, Mayor
ATTEST:	
TINA HUTO	CHCRAFT, City Clerk

A A A A

(including reasonable attorney's fees) which may arise directly or indirectly from any violation of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., in connection with the Project.

SECTION 9 ASSIGNMENT

This Agreement may not be assigned by the Owner without prior written approval of the City, which shall not be unreasonable withheld.

SECTION 10 DEFAULT REMEDIES

- 10.01 <u>Events of Default.</u> The following shall be events of default (the "Events of Default") with respect to this Agreement.
 - (a) The failure of Owner or City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations under this Agreement in any material respect; or
 - (b) The making or furnishing by the Owner to the City or the City to the Owner of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect; or
 - (c) The Commencement of any proceeding in bankruptcy by or against the Owner or the liquidation or reorganization of the Owner, or for the readjustment or arrangement of the Owner's debts, whether under the United States Bankruptcy Code or under any other state or federal law, nor or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Owner; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings; or
 - (d) The appointment of a receiver or trustee for the Owner, for any substantial part of the Owner's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation or the merger or consolidation, of the Owner, provided however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute and Event of Default unless such appointment is not revoked or such proceedings are not dismissed with sixty (60) days after the commencement thereof; or
 - (e) The entry of any judgement or order against the Owner which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay or enforcement or execution and such judgement or order materially impairs prosecution of the Project including without limitation and pending construction; or
 - (f) The Owner fails to comply with Applicable Law in relation to the construction of the Project in any material respect.
- 10.02 <u>Curative Period and Remedies.</u> In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not

diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may terminate this Agreement pursuant to Section 11 below or may institute such proceedings as may be necessary or to compel specific performance by the party in default of its obligations. In case the City or the Owner shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Owner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Owner and the City shall continue as though no such proceedings had been taken.

SECTION 11 TERMINATION OF AGREEMENT

- 11.01 Termination by the City. The City has the right to terminate this Agreement upon ten (10) days prior written notice to the Owner pursuant to Section 12 if any Event of Default by the Owner is not cured within the time frame set forth in Section 10 above.
- 11.02 Termination by the Owner. The Owner has the right to terminate this Agreement upon ten (10) days prior written notice to the City pursuant to Section 12 if any Event or Default by the City is not cured within the time frame set forth in Section 10 above.

SECTION 12 NOTICES

All notices, demands, request, 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 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;

the City:

City Clerk City Hall

Fairfield, IL 62837

109 NE 2nd Street

with copies to:

Executive Director

FEDC

121 East Main Street Fairfield, IL 62837

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SECTION 13 **MISCELLANEOUS**

13.01 Amendment. This Agreement may not be amended without the prior written consent of the City and the Owner.

- 13.02 <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreement negotiations and discussions between the parties relative to the subject matter hereof.
- 13.03 <u>Limitation of Liability.</u> No member, official or employee of the City shall be personally liable to Owner or any successor in interest to such party for any amount which may become due to Owner from the City or any obligation under the terms of this Agreement.
- 13.04 <u>Further Assurance.</u> Owner agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be required to carry out the terms, provisions and intent of this Agreement.
- 13.05 <u>No Waiver.</u> Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver by the City shall be effective unless specifically set forth in writing by the City. No waiver made by the City with respect to any specific default by another Party shall be construed, considered or treated as a waiver of the rights of the City with respect to any other default whether of a like or different kind.
- 13.06 <u>Remedies Cumulative.</u> The remedies of the City hereunder and cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver or any other remedies of such party unless specifically stated in writing.
- 13.07 **Disclaimer.** Nothing contained in this Agreement nor shall any act of the City or other Party be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.
- 13.08 **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.
- 13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 13.10 **Severability.** IF any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof; if any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- 13.11 <u>Conflict.</u> In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinance or the Act, such ordinances or Act shall prevail and control. as appropriate.

- 13.12 <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- 13.13 Approval. Wherever this Agreement provides for the approval, consent or action by the City, or any matter is to be to the City's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the Mayor in writing.
- 13.14 <u>Binding Effect.</u> This Agreement shall be binding upon the Owner and its respective permitted successors and permitted assigns. This Agreement shall inure to the benefit of the City, its successors and assigns. The right of the Owner pursuant to this Agreement may not be assigned except as provided in Section 9, This Agreement shall be binding upon the City, its successors and assigns to the extent provided above.
 - 13.15 **Exhibits.** All of the exhibits attached hereto are incorporated herein by reference.
- 13.16 <u>No Third-Party Beneficiary.</u> This Agreement is for the sole and exclusive benefit of the City and the Owner, and their permitted successors and permitted assigns. No other person or entity is and intended third-party beneficiary or shall have the right to enforce any of the provisions of this Agreement.
- 13.17 <u>Joint and Several.</u> In the event that, at any time, the titleholders of the Property shall consist of more than one person or entity, then during such period the Owner, the obligations of such person and entities under this Agreement shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed individually or by their dully authorized officers on this 270th day of

<u> Deptember</u> , 2022.	
CITY OF FAIRFIELD	(owner's name)
An Illinois Municipal Corporation	
By: Gary Moore, Mayor	By: (owner's name)
	Title:
Attest:	,
By: <u>Sina Hutchcraft</u> Tina Hutchcraft, City Clerk	Ву:
	Title:

CITY OF FAIRFIELD FAIRFIELD, ILLINOIS

TAX INCREMENT FINANCING FUND AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED APRIL 30, 2023

CITY OF FAIRFIELD, IL TAX INCREMENT FINANCING FUND AUDITED FINANCIAL STATEMENTS YEAR ENDED APRIL 30, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Mayor and City Council City of Fairfield Fairfield, Illinois

Opinion

We have audited the accompanying financial statements of the Tax Increment Financing Fund (TIF #1 Fund) of the City of Fairfield, Illinois, which comprise the statement of assets, liabilities, and fund balance – modified cash basis as of April 30, 2023, and the related statements of revenue, expenditures, and changes in fund balance – modified cash basis for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and fund balance of the Tax Increment Financing Fund of the City of Fairfield, Illinois, as of April 30, 2023, and its revenue and expenditures and changes in fund balance for the year then ended, in accordance with the modified cash basis of accounting as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Emphasis-of-matter

As discussed in Note 1, the financial statements present only the Tax Increment Financing Fund (TIF #1 Fund) of the City of Fairfield, Illinois and do not purport to, and do not present fairly the financial position of the City of Fairfield, Illinois, as of April 30, 2023, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with the modified cash basis of accounting. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Tax Increment Financing Funds (TIF #1 Fund and TIF #2 Fund)'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Tax Increment Financing Fund (TIF #1 Fund)'s ability to continue as a going concern for a reasonable period of time.

To the Mayor and City Council City of Fairfield

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Kemper CPA Group LLP

Certified Public Accountants and Consultants

Knomper CPA Thoup, LLP

Evansville, Indiana December 6, 2023



INDEPENDENT ACCOUNTANT'S REPORT

To the Mayor and City Council City of Fairfield Fairfield, Illinois

We have performed the procedures enumerated below on the compliance with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 84-1417) of the City of Fairfield, Illinois' Tax Increment Financing Fund's for the year ended April 30, 2023. The City of Fairfield, Illinois' Tax Increment Financing Fund's management is responsible for the compliance with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 84-1417).

The City of Fairfield, Illinois' Tax Increment Financing Fund has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of compliance with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 84-1417). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and my net meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and are as follows:

1) Examining, on a test basis, evidence about the City of Fairfield, Illinois' compliance with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 84-1417). No exceptions were found as a result of applying the procedures.

We were engaged by the City of Fairfield, Illinois' Tax Increment Financing Fund to perform this agreedupon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City of Fairfield, Illinois' Tax Increment Financing Fund and meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

To the Mayor and City Council City of Fairfield

This report is intended solely for the information and use of the Mayor, City Council, management, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Kemper CPA Group LLP

Certified Public Accountants and Consultants

Knowper CPA Thoup, LLP

Evansville, Indiana December 6, 2023

CITY OF FAIRFIELD, ILLINOIS TAX INCREMENTS FINANCING FUND STATEMENTS OF ASSETS, LIABILITIES, AND FUND BALANCE MODIFIED CASH BASIS APRIL 30, 2023

	TIF #1		
Assets:		Fund	
Cash	\$	\$ 1,039,400	
Total assets	\$	1,039,400	
Liabilities:			
Due to other funds	\$	0	
Fund Balance:			
Restricted	\$	1,039,400	
Total fund balance	\$	1,039,400	

CITY OF FAIRFIELD, ILLINOIS TAX INCREMENTS FINANCING FUND STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - MODIFIED CASH BASIS FOR THE YEAR ENDED APRIL 30, 2023

	TIF #1
Revenue:	Fund
Property taxes	\$ 1,000,057
Interest income	7,446
Total revenues	1,007,503
Expenditures:	
Taxes - interest subsidy	27,145
Rehabilitation of existing buildings	256,500
Public works	265
Professional services	10,613
Return of TIF surplus money	389,273
Miscellaneous	79
Total expenditures	683,875
Excess of revenues	
over expenditures	323,628
Other Financing Uses	
Transfers in (out)	(519,114)
Total other financing uses	(519,114)
Net change in fund balance	(195,486)
Fund balance - beginning of year	1,234,886
Fund balance - end of year	\$ 1,039,400

CITY OF FAIRFIELD, ILLINOIS TAX INCREMENTS FINANCING FUND BUDGETARY COMPARISON SCHEDULEMODIFIED CASH BASIS TIF #1 FUND FOR THE YEAR ENDED APRIL 30, 2023

						Actual
	Budget		Actual		<u>O</u>	ver (Under)
Revenue:						
Property taxes	\$	1,500,000	\$	1,000,057	\$	(499,943)
Interest income		0_		7,446		7,446
Total revenues		1,500,000		1,007,503		(492,497)
Expenditures:						
Taxes - interest subsidy		40,000		27,145		(12,855)
Rehabilitation of existing buildings		200,000		256,500		56,500
Public works		2,000,700		265		(2,000,435)
Professional services		90,000		10,613		(79,387)
Return of TIF surplus money		450,000		389,273		(60,727)
Total expenditures		2,780,700		683,875		(2,096,825)
Excess of revenues						
over expenditures				323,628		
Other Financing Uses						
Transfers out				(519,114)		
Total other financing uses				(519,114)		
Net change in fund balance	\$_	(1,280,700)		(195,486)		1,604,328
Fund balance - beginning of year			w	1,234,886		
Fund balance - end of year			\$	1,039,400		

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The accompanying financial statements present only financial position and the results of operations for the Tax Increment Financing Fund (TIF #1 Fund) and do not contain financial data for any other fund of the City of Fairfield, Illinois (City).

B. Fund Accounting

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The Tax Increment Financing Fund, which is a special revenue fund, is the only fund in the financial statements in this report. A special revenue fund is a governmental fund and is used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The City maintains its accounting records for the Tax Increment Financing Fund on the modified cash basis. Accordingly, revenue and expenditures or expenses are recorded when received and disbursed. This differs from the generally accepted accounting principle of recording revenues and expenditures of governmental funds when they become measurable and available and when the related liability is incurred. As a result these statements are not intended to and do not present financial position and results of operations in conformity with generally accepted accounting principles.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Budgets and Budgetary Accounting

The City adopts its budget in accordance with the modified cash basis of accounting. All annual appropriations lapse at fiscal yearend. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- 1. Prior to August 1, the Mayor submits to the City Council a proposed appropriation ordinance for the fiscal year commencing on May 1.
- 2. Public hearings are conducted at an advertised location to obtain taxpayer comments.
- 3. Prior to August 1, the budget is legally enacted through passage of an ordinance.
- 4. The original budget was approved by Council on July 26, 2022.

For the year ended April 30, 2023, TIF #1 rehabilitation of buildings expenditures exceeded appropriate expenditures.

E. Cash and Deposits

For purposes of the Statement of Assets, Liabilities, and Fund Balance, the City considers all checking, savings, certificates of deposits, and money market accounts, as cash. As such, the City does not maintain any cash equivalents.

F. Fund Equity

According to Government Auditing Standards, fund balances are to be classified into five major classifications: Non-spendable Fund Balance, Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance based on the nature and extent of the constraints placed on a government's fund balances. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance – amounts that cannot be spent either because they are not in spendable form or because they are legally or contractually required to be maintained intact.

Restricted fund balance – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

F. Fund Equity (Concluded)

Committed fund balance - amounts that can be used only for specific purposes determined by a formal action of the City Council. The City Council is the highest level of decision-making authority for the City. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the City Council.

Assigned fund balance – amounts that do not meet the criteria to be classified as restricted or committed but are intended to be used for a specific purpose. Only the City Council may assign amounts for specific purposes.

Unassigned fund balance – all other spendable amounts.

When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed.

G. Date of Management's Review

The City has evaluated subsequent events through December 6, 2023 the date which the financial statements were available to be issued.

NOTE 2 – CASH AND INVESTMENTS

A. Cash

The City maintains its' Tax Increment Financing Fund operating cash accounts at one bank. At April 30, 2023, the carrying amount and bank balance of the Tax Increment Financing Fund cash deposits was \$1,039,400 and \$1,041,589, respectively.

Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City does not have a deposit policy for custodial credit risk. As of April 30, 2023, \$791,589 of the City's bank balance of \$1,041,589 was exposed to custodial credit risk as follows:

Collateral held by pledging bank's trust department not in the City's name

\$ 791.589

NOTE 2 – CASH AND INVESTMENTS (CONCLUDED)

B. Investments

The City is authorized by state statute and its own local ordinances to invest in obligations of the U.S. Treasury, agencies and instrumentalities, commercial paper noted within the three highest classifications by at least two standard rating services, obligations of states and their political subdivisions, savings accounts and certificates of deposit, credit union shares, and the Illinois Funds Money Market Fund (IFMMF).

NOTE 3 - INTERFUND RECEIVABLES AND PAYABLES

There were no interfund receivables or payables for the year ended April 30, 2023.

NOTE 4 – TRANSFERS

During the year ended April 30, 2023, TIF#1 transferred out \$519,114 to other funds of the City. The transfer relates to assets capitalized in other funds.

City of Fairfield

Joint Boards of Review 2021-2022 Annual Meeting Minutes

December 20, 2023 @ 4:00pm

Central Area Tax Increment Financing District and

Tax Increment Redevelopment Project Area #2

Attendance: Mayor, Gary Moore; Aldermen and TIF Committee Member Clifford Reever; District 225 Superintendent, Diana Zurliene; Fairfield Park District President, Jay Fyie, and TIF Administrator, Doug Skaggs.

At 4:00 pm Mayor Gary Moore called the meeting to order.

Mayor, Gary Moore requested a motion to approve the Meeting Minutes of Dec 15,2022 JRB yearly meeting. Diana Zurliene made a motion to approve the minutes as presented. Jay Fyie seconded the motion. The motion carried.

Mayor Gary Moore asked TIF Administrator, Doug Skaggs to go over the TIF 1 and 2 reports. A brief synopsis of the projects done in the 2022-2023 fiscal year were covered, and the explanation of the transfer of funds remaining in TIF #2 to both the general fund and TIF #1 for repayment of debts to allow for the dissolution of the TIF #2 district, which was finalized on June 13,2023. Also discussed were the amounts to be returned to the taxing districts, to be discussed and approved at the next council meeting. Mayor Moore then opened the floor for questions about TIF 1 and TIF 2, with discussion on the possible increase of percentage to the taxing bodies in the few remaining years of the TIF program. Mr. Fyie asked if the dissolution of TIF #2 was done in time to prevent TIF money collection in 2024, and it was confirmed that a TIF collection for TIF #2 would occur in 2024.

Mayor Moore asked if there were any items to be brought up under miscellaneous. Having none, A motion to adjourn the meeting was made by Jay Fyie at 4:31 pm, Diana Zurliene seconded the motion. Motion carried.

Submitted December 21, 2023

TIF Coordinator