FY 2021
ANNUAL TAX INCREMENT FINANCE REPORT

STATE OF ILLINOIS
COMPTROLLER
SUSANA A. MENDOZA

Name of Municipality:	**O'Fallon**	Reporting Fiscal Year:	**2021**
County:	St. Clair	Fiscal Year End:	**4 / 30 /2021**
Unit Code:	**088/110/30**		

FY 2021 TIF Administrator Contact Information

First Name:	**Sandra**	Last Name:	**Evans**		
Address:	255 S. Lincoln	Title:	Finance Director		
Telephone:	618-624-4500 ext 8723	City:	O'Fallon	Zip:	62269
E-mail-required	**sevans@ofallon.org**				

I attest to the best of my knowledge, that this FY 2021 report of the redevelopment project area(s)

in the **City/Village** of: **O'Fallon**
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Sandra N Evans — 10/26/21
Written signature of TIF Administrator — **Date**

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

FILL OUT ONE FOR EACH TIF DISTICT

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
TIF #1 - 158 Corridor (Rasp Farm)	6/19/1995	6/19/2018
TIF #2 - Green Mount Medical Campus	11/21/2011	
TIF #3 - Central Park	5/7/2012	
TIF #4 - Rte 50 / Scott Troy Rd	4/20/2015	
TIF #5 - Central City	6/1/2015	

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

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2021

Name of Redevelopment Project Area (below):	
TIF #5 Central City	
Primary Use of Redevelopment Project Area*:	Central Business District

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

If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	X
Industrial Jobs Recovery Law	_____

Please utilize the information below to properly label the Attachments.

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] **If yes, please enclose the amendment (labeled Attachment A).**	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] **Please enclose the CEO Certification (labeled Attachment B).**		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] **Please enclose the Legal Counsel Opinion (labeled Attachment C).**		X
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)] **If yes, please enclose the Activities Statement (labled Attachment D).**		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] **If yes, please enclose the Agreement(s) (labeled Attachment E).**		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] **If yes, please enclose the Additional Information (labeled Attachment F).**	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] **If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).**	X	
Were there any reports ***submitted to*** the municipality ***by*** the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] **If yes, please enclose the Joint Review Board Report (labeled Attachment H).**	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] **If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J).**	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] **If attachment I is yes, then Analysis MUST be attached and (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) **If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).**		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than $100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] **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).**		X

A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d)(10)] **If yes, please enclose the list only, not actual agreements (labeled Attachment M).**	X	

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d))
Provide an analysis of the special tax allocation fund.

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TIF #5 Central City

Special Tax Allocation Fund Balance at Beginning of Reporting Period $ (625)

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	$ 136,723	$ 307,193	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest		$ 12	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources		$ 3,000	1%
			0%

All Amount Deposited in Special Tax Allocation Fund	$ 136,723		
Cumulative Total Revenues/Cash Receipts		$ 310,205	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	$ 71,112		
Transfers to Municipal Sources	$ -		
Distribution of Surplus	$ 13,671		
Total Expenditures/Disbursements	$ 84,783		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	$ 51,940		
Previous Year Adjustment (Explain Below)	$ -		
FUND BALANCE, END OF REPORTING PERIOD*	$ 51,315		

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

Previous Year Explanation:

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

FY 2021

TIF NAME: **TIF #5 Central City**

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment project costs)

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.		
Legal - Bruckert, Behme & Long	188	
Consulting - PGAV	88	
Brad McMillin 1st Street - development reimbursement engineering fees	2,936	
Brad McMillin Old City Hall - development reimbursement engineering fees	4,130	
		$ 7,342
2. Annual administrative cost.		
		$ -
3. Cost of marketing sites.		
		$ -
4. Property assembly cost and site preparation costs.		
Bike Surgeon - development reimbursement building purchase	1,603	
		$ 1,603
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.		
Demond Signs - decorative downtown lights	14,900	
Outdoorsman Lounge - façade improvement program grant for remodel of building front	14,999	
227 W 1st Street - façade improvement program grant for remodel of building front	14,999	
Lehman's Barber Shop - façade improvement program grant for remodel of building front	14,999	
105 E 1st Street - development reimbursement building renovation	1,536	
Metro Inflatables - Fezziwig development reimbursement building renovation	7	
Richard Huskey 227 W First St - development reimbursement demolition	727	
		$ 62,167
6. Costs of the constructuion of public works or improvements.		
		$ -

SECTION 3.2 A		
PAGE 2		
7. Costs of eliminating or removing contaminants and other impediments.		
		$ -
8. Cost of job training and retraining projects.		
		$ -
9. Financing costs.		
		$ -
10. Capital costs.		
		$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		$ -

SECTION 3.2 A		
PAGE 3		
13. Relocation costs.		
		$ -
14. Payments in lieu of taxes.		
		$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		$ -
17. Cost of day care services.		
		$ -
18. Other.		
		$ -

TOTAL ITEMIZED EXPENDITURES		**$ 71,112**

Section 3.2 B

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TIF NAME: **TIF #5 Central City**

Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.

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

Name	Service	Amount
St Clair County	Surplus distribution to taxing bodies	$ 13,671.00
DeMond Signs	decorative lighting	$ 14,900.00
227 West 1st Street	façade improvement program	$ 14,999.00
Lehman's Barber Shop	façade improvement program	$ 14,999.00
Outdoorsman Lounge	façade improvement program	$ 14,999.00

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)
Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FY 2021

TIF NAME:	**TIF #5 Central City**
FUND BALANCE BY SOURCE	$ 51,315

1. Description of Debt Obligations	**Amount of Original Issuance**	**Amount Designated**
Total Amount Designated for Obligations	$ -	$ -

2. Description of Project Costs to be Paid		
Fezziwig Redevelopment Agreement		$ 43,740
Old City Hall Redevelopment Agreement		$ 268,851
Bike Surgeon Redevelopment Agreement		$ 281,493
Dover Frontier Redevelopment Agreement		$ 1,800,000
105 East 1st Street Redevelopment Agreement		$ 963,108
B McMillin Realty Redevelopment Agreement		$ 90,064
111 W State St Redevelopment Agreement		$ 453,500
Façade program - 300 W State St		$ 7,500
Façade program - 306 S Lincoln		$ 14,999
Façade program - 121 E State		$ 14,999
227 West 1st Street Redevelopment Agreement		$ 421,631
Total Amount Designated for Project Costs		$ 4,359,885

TOTAL AMOUNT DESIGNATED	$ 4,359,885
SURPLUS/(DEFICIT)	$ (4,308,570)

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

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TIF NAME: **TIF #5 Central City**

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

X	**Check here if no property was acquired by the Municipality within the Redevelopment Project Area.**

Property Acquired by the Municipality Within the Redevelopment Project Area.

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

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

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

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

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:	

Property (8):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 20 ILCS 620/4.7 (7)(F)
PAGE 1

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TIF Name: **TIF #5 Central City**

Page 1 is to 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':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	

2. The Municipality **DID** undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of **ALL** activities undertaken in furtherance of the objectives of the redevelopment plan:	18

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

TOTAL:	**11/1/99 to Date**	**Estimated Investment for Subsequent Fiscal Year**	**Total Estimated to Complete Project**
Private Investment Undertaken (See Instructions)	$ 6,715,426	$ 77,000	$ 7,442,426
Public Investment Undertaken	$ 1,107,348	$ 65,509	$ 5,908,382
Ratio of Private/Public Investment	6 2/31		1 20/77

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Metro Inflatable (Fezziwig)

Private Investment Undertaken (See Instructions)	$ 113,170		$ 113,170
Public Investment Undertaken	$ 36	$ 10	$ 49,740
Ratio of Private/Public Investment	3143 11/18		2 19/69

Project 2*: Old City Hall

Private Investment Undertaken (See Instructions)	$ 800,000		$ 800,000
Public Investment Undertaken	$ 8,154	$ 4,000	$ 295,005
Ratio of Private/Public Investment	98 1/9		2 42/59

Project 3*: Bike Surgeon

Private Investment Undertaken (See Instructions)	$ 556,550	$ -	$ 556,550
Public Investment Undertaken	$ 3,507	$ 2,000	$ 285,000
Ratio of Private/Public Investment	158 23/33		1 20/21

Project 4*: 2nd Street Improvements

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 1,023,046	$ -	$ 1,023,046
Ratio of Private/Public Investment	0		0

Project 5*: Dover Frontier (demolition)

Private Investment Undertaken (See Instructions)	$ 1,800,000	$ -	$ 1,800,000
Public Investment Undertaken	$ -	$ 5,000	$ 1,800,000
Ratio of Private/Public Investment	0		1

Project 6*: Do Well Real Estate (Sal Cincotta)

Private Investment Undertaken (See Instructions)	$ -	$ -	$ 650,000
Public Investment Undertaken	$ -	$ -	$ 401,030
Ratio of Private/Public Investment	0		1 18/29

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

Project 7*: 105-109 E 1st Street (Furchild & Timmerman Concrete)

Private Investment Undertaken (See Instructions)	$ 1,017,180	$ -	$ 1,017,180
Public Investment Undertaken	$ 2,958	$ 1,500	$ 966,066
Ratio of Private/Public Investment	343 7/8		1 1/19

Project 8*: 131 E 1st Street (BM Realty)

Private Investment Undertaken (See Instructions)	$ 280,000	$ -	$ 280,000
Public Investment Undertaken	$ 2,936	$ 2,500	$ 93,000
Ratio of Private/Public Investment	95 32/87		3 1/93

Project 9*: A and N James 111-115 State St

Private Investment Undertaken (See Instructions)	$ 453,000	$ -	$ 453,000
Public Investment Undertaken	$ -	$ 1,000	$ 453,000
Ratio of Private/Public Investment	0		1

Project 10*: 227 W 1st Street

Private Investment Undertaken (See Instructions)	$ 786,000	$ -	$ 786,000
Public Investment Undertaken	$ -	$ 2,000	$ 320,000
Ratio of Private/Public Investment	0		2 26/57

Project 11*: 119 West 1st St façade improvements

Private Investment Undertaken (See Instructions)	$ 23,000	$ -	$ 23,000
Public Investment Undertaken	$ 4,999	$ -	$ 4,999
Ratio of Private/Public Investment	4 3/5		4 3/5

Project 12*: BP gas station improvements

Private Investment Undertaken (See Instructions)	$ 600,000	$ -	$ 600,000
Public Investment Undertaken	$ -	$ -	$ -
Ratio of Private/Public Investment	0		0

Project 13*: 123 and 125 East State St façade improvements

Private Investment Undertaken (See Instructions)	$ 82,779	$ -	$ 82,779
Public Investment Undertaken	$ 14,999	$ -	$ 14,999
Ratio of Private/Public Investment	5 41/79		5 41/79

Project 14*: 127 East 1st St façade improvements

Private Investment Undertaken (See Instructions)	$ 80,000	$ -	$ 80,000
Public Investment Undertaken	$ 14,999	$ -	$ 14,999
Ratio of Private/Public Investment	5 1/3		5 1/3

Project 15*: 227 West 1st St façade improvements

Private Investment Undertaken (See Instructions)	$ 123,747	$ -	$ 123,747
Public Investment Undertaken	$ 14,999	$ -	$ 14,999
Ratio of Private/Public Investment	8 1/4		8 1/4

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

Project 16*: 300 W State façade improvements

Private Investment Undertaken (See Instructions)	$ -	$ 27,000	$ 27,000
Public Investment Undertaken	$ -	$ 7,500	$ 7,500
Ratio of Private/Public Investment	0		3 3/5

Project 17*: 306 S Lincoln façade improvements

Private Investment Undertaken (See Instructions)		$ 50,000	$ 50,000
Public Investment Undertaken		$ 14,999	$ 14,999
Ratio of Private/Public Investment	0		3 1/3

Project 18*: 1st Street improvements

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	$ 16,715	$ 25,000	$ 150,000
Ratio of Private/Public Investment	0		0

Project 19*:

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

Project 20*:

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

Project 21*:

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

Project 22*:

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

Project 23*:

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

Project 24*:

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

Project 25*:

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

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of the complete TIF report

SECTION 6
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TIF NAME: **TIF #5 Central City**

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

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
6/1/2015	$ 6,768,730	$ 8,791,523

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

_____ Check if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
St Clair County	$ 1,843
SWIC District #522	$ 770
O'Fallon District #90	$ 5,196
O'Fallon HS District #203	$ 3,714
O'Fallon Library	$ 282
O'Fallon Township	$ 121
O'Fallon Township Road	$ 480
City of O'Fallon	$ 1,266
	$ -
	$ -
	$ -
	$ -
	$ -

SECTION 7
Provide information about job creation and retention:

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

SECTION 8
Provide a general description of the redevelopment project area using only major boundaries:

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

Attachment B

O'Fallon
ILLINOIS

Certification of the Chief Executive
Officer of the municipality that the municipality
had complied with all of the requirements of this Act
during the preceding fiscal year
[65 ILCS 5/11-74.1-5 (d) (3) and 5/11-74.6-22 (d) (3)]

I, Herb Roach, the duly elected Mayor of the City of O'Fallon, County of St. Clair, Illinois, State of Illinois, and as such, do hereby certify that the City of O'Fallon has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act during the fiscal year covered by this report (May 1, 2020 – April 30, 2021).

10/26/2021
Date

Herb Roach
Mayor of the City of O'Fallon

255 South Lincoln O'Fallon, IL 62269 Phone: (618) 624-4500 Fax : (618) 624-4508

Attachment C

O'Fallon
ILLINOIS

"(C) An opinion of legal counsel that the municipality is in compliance with this Act."
[65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)]

I, Terry Bruckert, am the Tax Increment Financing Attorney for the City of O'Fallon, Illinois and have been such throughout the fiscal year covered by this report (May 1, 2020- April 30, 2021).

I have reviewed all information provided to me by the City administration and staff, and I find that the City of O'Fallon, Illinois has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth hereunder to the best of my knowledge and belief.

This opinion relates only to the time period set forth and is based upon all information available to me as of the end of said fiscal year.

10-26-2021
Date

Terry L. Bruckert
Signature

255 South Lincoln O'Fallon, IL 62269 Phone: (618) 624-4500 Fax : (618) 624-4508

TIF 5 – Central City
City of O'Fallon
St. Clair County, Illinois

STATEMENT OF ACTIVITIES TO FURTHER
OBJECTIVES OF THE REDEVELOPMENT PLAN

Year Ended April 30,2021

- The city has approved a Façade Improvement grant to Cindy Hawkins for façade improvements at 300 West State Street. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $7,500 from TIF funds if available.
- The city has approved a Façade Improvement grant to Kent and Cynthia Carson for façade improvements at 306 South Lincoln. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $14,999 from TIF funds if available.
- Boarding House Bistro is a retail shop that specializes in charcuterie boards. They opened in January 2021. They filled a vacancy left from the prior tenant that relocated to a new building within the Centra City TIF. There is no agreement for public funding to be used on this project.
- The city added a string of decorative overhead lights to the east side of First Street.
- The city approved an expansion of First Street Lounge. There is no agreement for public funding to be used on this project.
- The city approved Birch Market, which included a 4,730 square foot expansion to the recently complete redevelopment of 227 W 1st Street. The market will offer prepared meals to go, sandwich and bakery counter, and a selection of dried goods.

Year Ended April 30, 2020

- Dover Frontier demolition is complete. Waiting for EPA results.
- BP gas station completed renovations which included more gas pumps and a larger building supplying various retail products. There is no agreement for public funding to be used on this project.
- Do Well Real Estate completed the building demolition of 2 S. Lincoln which was a requirement of the agreement.
- The city has entered into a TIF redevelopment agreement with 227 West First LLC, with the intention to renovate the interior and exterior of the building so that it could be leased to qualified tenants. This was a full rehab where all environmental, structural, and mechanical issues were remediated or made to like new conditions. The agreement provides for reimbursing the developer a maximum sum of $320,000. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies.
- The City has entered into a TIF redevelopment agreement with Alexander and Natalie James with the intention to renovate the interior and exterior of the property at 111-115 State St so that it could be leased to multiple qualified tenants. This was a full rehab where all environmental, structural, and mechanical issues were remediated or made to like new conditions. The agreement provides for reimbursing the developer a maximum sum of $453,500. The source of paying such

costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies.

- The city has approved a Façade Improvement grant to Tracy and Thomas Moreland for façade improvements at 119 West 1st Street. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $4,999 from TIF funds if available. The front wall of the building was opened to accommodate an overhead garage door. Construction was finished this fiscal year.
- The city has approved a Façade Improvement grant to Timothy and Monica Vecera for façade improvements at 123 - 125 East State Street. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $14,999 from TIF funds if available. Improvements to the brick façade, awning, windows, and lighting were started this fiscal year.
- The city has approved a Façade Improvement grant to Gary Ahle for façade improvements at 127 East 1st Street. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $14,999 from TIF funds if available. New front exterior wall, windows, awning, and lighting were started this fiscal year.
- The city has approved a Façade Improvement grant to 227 West 1st Street for façade improvements at said location. The grant provides for reimbursement up to 50% of eligible project costs up to a maximum of $14,999 from TIF funds if available. Aluminum storefront system and new canopy installation were started this fiscal year.

Year Ended April 30, 2019

- Dover Frontier has demolished most of the property at Southview Gardens. The last building will be razed when the current tenant relocates.
- The city has entered into a TIF redevelopment agreement with 105 East First LLC, with the intention to renovate the interior and exterior of the building so that it could be leased to qualified tenants. This was a full rehab where all environmental, structural, and mechanical issues were remediated or made to like new conditions. The agreement provides for reimbursing the developer a maximum sum of $1,017,180. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies. The renovations are complete, and the building was occupied in October 2018. The first tenant is a shop for pet supplies/services.
- The city has entered into a TIF redevelopment agreement with Brad McMillin Realty. The property at 131 East First Street was acquired with the intention to construct a building that blends with downtown architecture and will solidify and strengthen sustainable growth in the downtown area. The proposed structure will be a 3,300 square foot single level structure. The agreement provides for reimbursing the developer a maximum sum of $93,000. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies. Construction was still on-going as of 4/30/19. The space is split in half and has been pre-leased to a popular local coffee and cupcake bar and an established financial advisor company.

Year Ended April 30, 2018

- 2nd Street improvements for drainage and storm water are complete.
- The City has entered into a TIF redevelopment agreement with Do Well Real Estate to bring the property at 2 S. Lincoln back to productive use by providing commercial space in the City of O'Fallon. The improvements include but are not limited to land acquisition, building renovation, demolition, and site improvements. The agreement provides for reimbursing the developer a maximum sum of $427,750. The source of paying such costs will be from 75% of the tax increment generated by the

subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies.

- The city has entered into a TIF redevelopment agreement with Dover Frontier. The project consists of a demolition of existing improvements, environmental remediation compliance, site grading, excavation and other site preparation, installation, extension and/or relocation of utilities, and related public improvements. The agreement provides for reimbursing the developer a maximum sum of $1,800,000. The source of paying such costs will be from 75% of the tax increment generated by the subject property up to $3.1 million of the EAV and the property and 50% of the tax increment generated by the subject property in excess of $3.1 million EAV. 10% of the remaining tax increment generated will be passed to all affected taxing bodies.

Year Ended April 30, 2017

- The city installed a pedestrian rapid flash beacon at the cross walk of 1st Street and Lincoln Avenue. The city began improvements on the west side of 2nd Street for drainage and storm water.
- The city has entered into a TIF redevelopment agreement with Metro Inflatables to renovate the existing building for a small marketplace retail business, Fezziwig's. The improvements include but are not limited to land acquisition, building renovation and site improvements. The agreement provides for reimbursing the developer a maximum sum of $113,170. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies. Renovations were complete within the fiscal year.
- The City has entered into a TIF redevelopment agreement with Brad McMillin to purchase the real estate property located at 200 North Lincoln (Old City Hall and the adjoining vacant land) to renovate the building in such a way as to preserve the City's historical landmark. The improvements include but are not limited to land acquisition, building renovation and site improvements. The agreement provides for reimbursing the developer a maximum sum of $760,900. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies. Renovations had begun within the fiscal year.
- The city has entered into a TIF redevelopment agreement with Bike Surgeon to purchase and renovate an existing building into a bike shop. The improvements include but are not limited to land acquisition, building renovation and site improvements. The agreement provides for reimbursing the developer a maximum sum of $556,550. The source of paying such costs will be from 75% of the tax increment generated by the subject property. 10% of the remaining tax increment generated will be passed to all affected taxing bodies. Renovations had begun within the fiscal year.

Year Ended April 30, 2016

- The city has retained a traffic engineering firm to undertake traffic surveys, prepare designs and complete staking construction for 2nd Street road improvements.

FAÇADE IMPROVEMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the **City of O'Fallon**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and Cindy Hawkins (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 300 West State Street in the City of O'Fallon, St. Clair County (the "Property"):

PARCEL NUMBER 04-30-0-223-036; WILLIAMSBURG SQUARE LOT/SEC-1 A02156766

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building(s), (which renovation is hereinafter referred to as the "Project");

WHEREAS, it is the desire of the City and the Property Owner that the City assist in the improvements for the Project through a Façade Improvement Program (the "Program") under the City's home rule authority and grant of authority pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 through 11-74.4-11, as amended [the "TIF Act"]);

WHEREAS, the Property Owner has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" and the Façade Improvement Program to reimburse up to 50% of the Project costs up to a maximum of $7,500.00, the Project is not financially feasible, and the Project will not move forward;

WHEREAS, financing the construction of the façade improvements for the existing building(s) is consistent with the objectives of the City's Comprehensive Plan;

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the parties, for and in consideration of the representations relative to the proposed improvements to the Property Owner's facade, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Property Owner.

a. Upon the approval by the City of the Façade Improvement Agreement ("Agreement"), the Property Owner shall proceed with the Project as described above. The Project shall be substantially complete within six (6) months of the date of execution of this Agreement.

b. Notwithstanding any provision of this Agreement to the contrary, Property Owner may, upon reasonable cause shown, request the City to extend the time for performance up to an additional six (6) months. The City may, but is not required to, consent to such extension.

c. The Property Owner shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes, including the Downtown O'Fallon Design Guidelines, a copy of which is attached as Exhibit A and incorporated herein by reference.

d. The Property Owner shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Property Owner for completion of the Project. The Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Property Owner's costs incurred for the Project. The Developer may not submit the reimbursement request **until all Project costs have been incurred and the Project is completed**.

Section 3. Obligation of the City. In consideration of the Property Owner's undertaking of the Project, including the incurring of Project costs as described in the Property Owner's grant application, the City hereby pledges and agrees to the following:

a. The City will reimburse up to 50% of the actual TIF eligible Project costs up to a maximum of $7,500.00 based on fund availability. The estimated TIF eligible Project costs are shown on the attached Exhibit B and incorporated herein by reference.

b. Eligible costs include, but are not limited to –

- Restoration of architectural details in historic buildings and removal of elements covering any such architectural details, including false facades.
- Replacement/installation of appropriately scaled doors and lighted window areas for retail displays or for visual access into a retail or service business or a restaurant.
- Installation of decorative lighting for the purpose of illuminating the exterior and/or signage of a building.
- Replacement/installation of awnings, canopies, or shutters.
- Architectural/engineering/design fees associated with an approved façade project.
- Improvements that bring "grandfathered" signage into conformance with current codes and the Downtown O'Fallon Design Guidelines.
- Installation of solid vinyl privacy fencing (or other materials as approved by staff) to conceal existing/approved outdoor storage or dumpsters.
- Murals – Murals shall not include signs for the business, either directly or indirectly (for example, flowers painted on the side of a florist). Projects involving murals will be required to submit additional information regarding the

artist who will complete the project and may require review from the Arts Commission or other recommending bodies.

Total Estimated Eligible Costs of the project: $27,000.00

c. The City's finance director (or designee as the case may be), shall approve or disapprove a request for reimbursement by written notice to the Property Owner within 90 days after receipt of the request. Approval of a request will not be unreasonably withheld. If a request is disapproved, the reasons for disapproval will be set forth in writing; and the Property Owner shall resubmit the request with such additional information as may be required, and the same procedures as set forth herein for the initial submission shall apply for such resubmittals.

d. Reimbursement of approved Project costs shall be made no later than sixty (60) days after the Request has been approved by the City. Approved Project costs shall only be reimbursed to the extent that monies are available in the Central City TIF Special Tax Allocation Fund. To the extent money is not available to reimburse the Property Owner for approved Project costs, such costs shall be reimbursed in subsequent years when monies do become available in the Central City TIF Special Tax Allocation Fund.

e. The City's Finance Department shall maintain an account of all payments to the Property Owner under this Agreement and may set up sub-accounts to track the payments made to the Developer for this Property.

f. THE CITY'S OBLIGATIONS TO REIMBURSE THE PROPERTY OWNER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM MONIES THAT ARE DEPOSITED IN THE CITY'S CENTRAL CITY TIF ALLOCATION FUND FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

g. The City's obligations to reimburse the Property Owner for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
   1. Property Owner's voluntary or involuntary bankruptcy;
   2. Substantial change in the nature of the Property Owner's business without the City's written approval;
   3. Substantial Change in the nature of the approved project.
   4. Relocation of Property Owner's business without the City's written approval.

Section 4. Indemnification. The Property Owner shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from (i) the failure of the Property Owner or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of

this Agreement by the Property Owner; or (iii) from any negligence or reckless or willful misconduct of the Property Owner or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Property Owner). The Property Owner shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Property Owner shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Property Owner shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Termination. In the event that the Project is not substantially completed within six (6) months after the execution of this Agreement, or if there is a substantial change in the nature of the approved project, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Property Owner shall not be entitled to any financial assistance from the City.

Section 7. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Developer's construction of the Development Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly development of the Development Project (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body which restrict or impair the orderly development of Development Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual litigation relating to the validity of this Agreement, the Development Project, or any of the ordinances approving the same,

(but only to the extent it causes actual delays to the work and/or Development Improvements) or other causes beyond the responsible party's reasonable control.

The party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause.

Section 8. Assignment. This Agreement may not be assigned by the Property Owner without prior written approval of the City, which shall not be unreasonably withheld.

Section 9. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 10. Miscellaneous. Property Owner represents that signee has the authority to enter into this Agreement.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Property Owner:

Attention:
Cindy Hawkins
2101 Park Rd
Belleville, IL 62220

To the City:

Attention: City Clerk
City of O'Fallon
255 South Lincoln Avenue
O'Fallon, IL 62269

IN WITNESS WHEREOF, the City and Property Owner have caused this Agreement to be executed in their respective names and caused their respective seals, if applicable, to be affixed thereto, and attested as to the date first above written.

(SEAL)

CITY OF O'FALLON, ILLINOIS

By: _____
Walter Denton, City Administrator

Attest:

By: _____
Jerry Mouser, City Clerk

Property Owner:
Cindy Hawkins

Signature: Cindy Hawkins

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 15th day of April, 2021, this instrument was acknowledged before me by Cindy Hawkins.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rebecca Douglas
Notary Public

My term expires: 11-10-2023

OFFICIAL SEAL
REBECCA DOUGLAS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/10/23

EXHIBIT A
DOWNTOWN O'FALLON DESIGN GUIDELINES

(Remainder of Page left blank intentionally)

EXHIBIT B
PROJECT APPLICATION AND COST

(Remainder of Page left blank intentionally)

FAÇADE IMPROVEMENT AGREEMENT

This Agreement is entered into on the date and by execution shown hereafter, by and between the **City of O'Fallon**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and Kent Carson & Cynthia Carson (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 306 South Lincoln in the City of O'Fallon, St. Clair County (the "Property"):

LOT 134 IN BLOCK 15 OF "O'FALLON STATION"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF DEEDS I.2 ON PAGES 564 AND 565. SITUATED IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS. PROPERTY ADDRESS: 304 SOUTH LINCOLN AVENUE PARCEL NO: 04-29-0-314-001
LOT IN BLOCK 15 OF "O'FALLON STATION"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF DEED I.2 ON PAGES 564 AND 565. SITUATED IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS. PROPERTY ADDRESS: 304 SOUTH LINCOLN AVENUE PARCEL NO: 04-29-0-314-002

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building(s), (which renovation is hereinafter referred to as the "Project");

WHEREAS, it is the desire of the City and the Property Owner that the City assist in the improvements for the Project through a Façade Improvement Program (the "Program") under the City's home rule authority and grant of authority pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 through 11-74.4-11, as amended [the "TIF Act"]);

WHEREAS, the Property Owner has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" and the Façade Improvement Program to reimburse up to 50% of the Project costs up to a maximum of $14,999.00, the Project is not financially feasible, and the Project will not move forward;

WHEREAS, financing the construction of the façade improvements for the existing building(s) is consistent with the objectives of the City's Comprehensive Plan;

NOW, THEREFORE, in consideration of the premises and agreements set forth below, the parties, for and in consideration of the representations relative to the proposed improvements to the Property Owner's facade, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

Section 2. Obligation of the Property Owner.

a. Upon the approval by the City of the Façade Improvement Agreement ("Agreement"), the Property Owner shall proceed with the Project as described above. The Project shall be substantially complete within six (6) months of the date of execution of this Agreement.
b. Notwithstanding any provision of this Agreement to the contrary, Property Owner may, upon reasonable cause shown, request the City to extend the time for performance up to an additional six (6) months. The City may, but is not required to, consent to such extension.

c. The Property Owner shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes, including the Downtown O'Fallon Design Guidelines, a copy of which is attached as Exhibit A and incorporated herein by reference.

d. The Property Owner shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Property Owner for completion of the Project. The Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Property Owner's costs incurred for the Project. The Developer may not submit the reimbursement request **until all Project costs have been incurred and the Project is completed.**

Section 3. Obligation of the City. In consideration of the Property Owner's undertaking of the Project, including the incurring of Project costs as described in the Property Owner's grant application, the City hereby pledges and agrees to the following:

a. The City will reimburse up to 50% of the actual TIF eligible Project costs up to a maximum of $14,999.00 based on fund availability. The estimated TIF eligible Project costs are shown on the attached Exhibit B and incorporated herein by reference.

b. Eligible costs include, but are not limited to –

- Restoration of architectural details in historic buildings and removal of elements covering any such architectural details, including false facades.
- Replacement/installation of appropriately scaled doors and lighted window areas for retail displays or for visual access into a retail or service business or a restaurant.
- Installation of decorative lighting for the purpose of illuminating the exterior and/or signage of a building.
- Replacement/installation of awnings, canopies, or shutters.

- Architectural/engineering/design fees associated with an approved façade project.
- Improvements that bring "grandfathered" signage into conformance with current codes and the Downtown O'Fallon Design Guidelines.
- Installation of solid vinyl privacy fencing (or other materials as approved by staff) to conceal existing/approved outdoor storage or dumpsters.
- Murals – Murals shall not include signs for the business, either directly or indirectly (for example, flowers painted on the side of a florist). Projects involving murals will be required to submit additional information regarding the artist who will complete the project and may require review from the Arts Commission or other recommending bodies.

Total Estimated Eligible Costs of the project: $50,000.00

c. The City's finance director (or designee as the case may be), shall approve or disapprove a request for reimbursement by written notice to the Property Owner within 90 days after receipt of the request. Approval of a request will not be unreasonably withheld. If a request is disapproved, the reasons for disapproval will be set forth in writing; and the Property Owner shall resubmit the request with such additional information as may be required, and the same procedures as set forth herein for the initial submission shall apply for such resubmittals.

d. Reimbursement of approved Project costs shall be made no later than sixty (60) days after the Request has been approved by the City. Approved Project costs shall only be reimbursed to the extent that monies are available in the Central City TIF Special Tax Allocation Fund. To the extent money is not available to reimburse the Property Owner for approved Project costs, such costs shall be reimbursed in subsequent years when monies do become available in the Central City TIF Special Tax Allocation Fund.

e. The City's Finance Department shall maintain an account of all payments to the Property Owner under this Agreement and may set up sub-accounts to track the payments made to the Developer for this Property.

f. THE CITY'S OBLIGATIONS TO REIMBURSE THE PROPERTY OWNER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM MONIES THAT ARE DEPOSITED IN THE CITY'S CENTRAL CITY TIF ALLOCATION FUND FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

g. The City's obligations to reimburse the Property Owner for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
   1. Property Owner's voluntary or involuntary bankruptcy;
   2. Substantial change in the nature of the Property Owner's business without the City's written approval;

3. Substantial Change in the nature of the approved project.
4. Relocation of Property Owner's business without the City's written approval.

Section 4. Indemnification. The Property Owner shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from (i) the failure of the Property Owner or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Property Owner; or (iii) from any negligence or reckless or willful misconduct of the Property Owner or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Property Owner). The Property Owner shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Property Owner shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Property Owner shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 5. Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

Section 6. Termination. In the event that the Project is not substantially completed within six (6) months after the execution of this Agreement, or if there is a substantial change in the nature of the approved project, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Property Owner shall not be entitled to any financial assistance from the City.

Section 7. Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay in Developer's construction of the Development Project caused by force majeure, including, without limitation, for purposes of this Agreement, legal proceedings which restrict or impair the orderly

development of the Development Project (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body which restrict or impair the orderly development of Development Project, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, mine subsidence, war, invasion or acts of a public enemy, serious accidents, arrests, failure of utilities, failure of utilities to timely extend service to the site, shortage or delay in shipment of material or fuel, any actual litigation relating to the validity of this Agreement, the Development Project, or any of the ordinances approving the same, (but only to the extent it causes actual delays to the work and/or Development Improvements) or other causes beyond the responsible party's reasonable control.

The party claiming any extension caused by force majeure shall have the burden of proof in establishing such cause.

Section 8. Assignment. This Agreement may not be assigned by the Property Owner without prior written approval of the City, which shall not be unreasonably withheld.

Section 9. Partial Invalidity. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 10. Miscellaneous. Property Owner represents that signee has the authority to enter into this Agreement.

Section 11. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Property Owner:

Attention:
Kent Carson & Cynthis Carson
758 N. Seven Hills Rd.
O'Fallon, IL 62269

To the City:

Attention: City Clerk
City of O'Fallon
255 South Lincoln Avenue
O'Fallon, IL 62269

IN WITNESS WHEREOF, the City and Property Owner have caused this Agreement to be executed in their respective names and caused their respective seals, if applicable, to be affixed thereto, and attested as to the date first above written.

(SEAL)

CITY OF O'FALLON, ILLINOIS

By: _____
Walter Denton, City Administrator

Attest:

By: _____
Jerry Mouser, City Clerk

Property Owner:
Kent Carson

Signature: _____

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 26th day of April, 2021, this instrument was acknowledged before me by Kent Carson.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

_____

OFFICIAL SEAL
NATHAN L PETREKOVICH
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires MAR 01 2023

Property Owner:
Cynthia Carson

Signature: _____

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 26th day of April, 2021, this instrument was acknowledged before me by Cynthia Carson.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My term expires:

_____

OFFICIAL SEAL
NATHAN L PETREKOVICH
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires MAR 01 2023

EXHIBIT A
DOWNTOWN O'FALLON DESIGN GUIDELINES

(Remainder of Page left blank intentionally)

EXHIBIT B
PROJECT APPLICATION AND COST

(Remainder of Page left blank intentionally)

CITY OF O'FALLON, ILLINOIS

COMBINING BALANCE SHEET - TAX INCREMENT FINANCING (TIF) FUNDS

April 30, 2021

	Green Mount Medical TIF	Central Park TIF	Rt. 50/ Scott Troy Rd TIF	Central City TIF	Total
ASSETS					
Cash and cash equivalents	$ -	$ 27,216	$ -	$ 52,043	$ 79,259
Receivables, net:					
Taxes	827,988	851,663	368,904	162,836	2,211,391
Other	-	-	-	-	-
Total assets	827,988	878,879	368,904	214,879	2,290,650
DEFERRED OUTFLOWS OF RESOURCES					
None	-	-	-	-	-
Total assets and deferred outflows of resources	827,988	878,879	368,904	214,879	2,290,650
LIABILITIES					
Accounts payable	46	49,152	46	728	49,972
Due to other funds		-	15,793	-	15,793
Advances from other funds	4,750,087	-	-	-	4,750,087
Total liabilities	4,750,133	49,152	15,839	728	4,815,852
DEFERRED INFLOWS OF RESOURCES					
Unavailable resources - property taxes	827,988	851,663	368,904	162,836	2,211,391
Total liabilities and deferred inflows of resources	5,578,121	900,815	384,743	163,564	7,027,243
FUND BALANCES					
Restricted					
Tax increment financing	-	-	-	51,315	51,315
Unassigned (Deficit)	(4,750,133)	(21,936)	(15,839)	-	(4,787,908)
Total fund balances	(4,750,133)	(21,936)	(15,839)	51,315	(4,736,593)
Total liabilities, deferred inflows of resources, and fund balances	$ 827,988	$ 878,879	$ 368,904	$ 214,879	$ 2,290,650

CITY OF O'FALLON, ILLINOIS

COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - TIF FUNDS

For the Year Ended April 30, 2021

	Green Mount Medical TIF	Central Park TIF	Rte 50/ Scott Troy Rd TIF	Central City TIF	Total
REVENUES					
Taxes:					
Property	$ 484,224	$ 743,437	$ 373,610	$ 136,723	$ 1,737,994
Total revenues	484,224	743,437	373,610	136,723	1,737,994
EXPENDITURES					
Current:					
Tax increment financing	229	702,533	358,789	84,783	1,146,334
Total expenditures	229	702,533	358,789	84,783	1,146,334
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	483,995	40,904	14,821	51,940	591,660
OTHER FINANCING SOURCES (USES)					
Transfers out	(843,338)	-	-	-	(843,338)
Total other financing sources (uses)	(843,338)	-	-	-	(843,338)
NET CHANGE IN FUND BALANCE	(359,343)	40,904	14,821	51,940	(251,678)
FUND BALANCE (DEFICIT), MAY 1	(4,390,790)	(62,840)	(30,660)	(625)	(4,484,915)
FUND BALANCE (DEFICIT), APRIL 30	$ (4,750,133)	$ (21,936)	$ (15,839)	$ 51,315	$ (4,736,593)

SIKICH.

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS
Members of American Institute of Certified Public Accountants

3201 W. White Oaks Dr., Suite 102
Springfield, IL 62704
217.793.3363

SIKICH.COM

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE

To the Honorable Mayor and City Council
City of O'Fallon, Illinois

We have examined management's assertion that the City of O'Fallon, Illinois (the City), complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2021 for the Green Mount Medical Campus TIF Fund, the Central Park TIF Fund, the Route 50/Scott Troy Road TIF Fund, and the Central City TIF Fund. Management is responsible for the City's assertion. Our responsibility is to express an opinion on management's assertion about the City's compliance with specific requirements based on our examination.

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

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

In our opinion, management's assertion that the City complied with the aforementioned requirements for the year ended April 30, 2021, is fairly stated in all material respects.

This report is intended solely for the information and use of the Mayor, City Council, management of the City, the Illinois State Comptroller's Office and the Joint Review Boards and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Springfield, Illinois
October 27, 2021