



STATE OF ILLINOIS
COMPTROLLER

SUSANA A. MENDOZA

Name of Municipality:	<u>O'Fallon</u>	Reporting Fiscal Year:	2020
County:	<u>St. Clair</u>	Fiscal Year End:	4 / 30 /2020
Unit Code:	<u>088/110/30</u>		

FY 2020 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
E-mail- required	sevans@ofallon.org	Zip:	62269

I attest to the best of my knowledge, that this FY 2020 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 M Evans

Written signature of TIF Administrator

11-9-2020
Date

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

FILL OUT ONE FOR EACH TIF DISTRICT[illegible]

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

FY 2020

Name of Redevelopment Project Area (below): <div style="text-align: center; padding: 10px;">TIF #5 Central City</div>	<div style="text-align: right; padding: 10px;">Central Business</div>
Primary Use of Redevelopment Project Area*: District	
<small>* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.</small>	
<div style="text-align: center; padding: 10px;"> If "Combination/Mixed" List Component Types: </div>	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Tax Increment Allocation Redevelopment Act Industrial Jobs Recovery Law </div> <div style="text-align: center;"> X <u> </u> </div> </div>	

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 (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] 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 <u>MUST</u> 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

<p>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)]</p> <p>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</p>	<p>X</p>	
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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.

FY 2020

TIF #5 Central City

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (88,658)

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	\$ 115,572	\$ 170,470	98%
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	\$ 1,000	\$ 3,000	2%
Other (identify source _____; if multiple other sources, attach schedule)	\$ -	\$ -	0%

All Amount Deposited in Special Tax Allocation Fund \$ 116,572Cumulative Total Revenues/Cash Receipts \$ 173,482 100%Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 16,987Transfers to Municipal Sources \$ -Distribution of Surplus \$ 11,552Total Expenditures/Disbursements \$ 28,539Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 88,033Previous Year Adjustment (Explain Below) \$ -FUND BALANCE, END OF REPORTING PERIOD* \$ (625)

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

Previous Year Explanation:

FY 2020

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

[illegible]

[illegible]

PAGE 2

[illegible][illegible]

10. Capital costs.		
		\$ -
14. Cost of funds (interest) during fourth quarter of 2014		

[illegible][illegible]

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		\$ 16,987

FY 2020

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.

[illegible]

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 2020

TIF NAME:

TIF #5 Central City

FUND BALANCE BY SOURCE

\$ (625)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		

Total Amount Designated for Obligations	\$ -	\$ -
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2. Description of Project Costs to be Paid

Fezziwig Redevelopment Agreement		\$ 34,794
Old City Hall Redevelopment Agreement		\$ 756,876
Bike Surgeon Redevelopment Agreement		\$ 283,095
Dover Frontier Redevelopment Agreement		\$ 1,800,000
Do Well Real Estate Redevelopment Agreement		\$ 401,350
105 East 1st Street Redevelopment Agreement		\$ 867,180
B McMillin Realty Redevelopment Agreement		\$ 80,000
111 W State St Redevelopment Agreement		\$ 453,500
Façade program - 123-125 W State Street		\$ 14,999
Façade program - 127 East 1st Street		\$ 14,999
Façade program - 227 West 1st Street		\$ 14,999
Due to General Fund for TIF related expenses		\$ 28,520

Total Amount Designated for Project Costs	\$ 4,750,312
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TOTAL AMOUNT DESIGNATED	\$ 4,750,312
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SURPLUS/(DEFICIT)	\$ (4,750,937)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**FY 2020****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

FY 2020

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. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
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2. The Municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	15

LIST <u>ALL</u> 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)	\$ 3,789,900	\$ 2,025,526	\$ 7,365,426
Public Investment Undertaken	\$ 1,028,551	\$ 49,212	\$ 6,074,976
Ratio of Private/Public Investment	3 63/92		1 17/80

*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	\$ 30	\$ 15	\$ 34,824
Ratio of Private/Public Investment	3772 1/3		3 1/4

Project 2*: Old City Hall

Private Investment Undertaken (See Instructions)	\$ 800,000		\$ 800,000
Public Investment Undertaken	\$ -	\$ 4,000	\$ 760,900
Ratio of Private/Public Investment	0		1 2/39

Project 3*: Bike Surgeon

Private Investment Undertaken (See Instructions)	\$ 556,550	\$ -	\$ 556,550
Public Investment Undertaken	\$ 476	\$ 200	\$ 285,000
Ratio of Private/Public Investment	1169 2/9		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)	\$ 1,000,000	\$ 200,000	\$ 1,800,000
Public Investment Undertaken	\$ -	\$ -	\$ 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

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

Private Investment Undertaken (See Instructions)	\$ 1,017,180	\$ -	\$ 1,017,180
Public Investment Undertaken	\$ -	\$ -	\$ 867,180
Ratio of Private/Public Investment	0		1 9/52

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

Private Investment Undertaken (See Instructions)	\$ 280,000	\$ -	\$ 280,000
Public Investment Undertaken	\$ -	\$ -	\$ 80,000
Ratio of Private/Public Investment	0		3 1/2

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

Private Investment Undertaken (See Instructions)	\$ -	\$ 453,000	\$ 453,000
Public Investment Undertaken	\$ -	\$ -	\$ 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	\$ -	\$ -	\$ 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)	\$ -	\$ 300,000	\$ 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	0		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	0		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	0		8 1/4

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

FY 2020

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	\$ 6,761,477	\$ 8,438,734

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	\$ 1,554
SWIC District #522	\$ 657
O'Fallon District #90	\$ 4,322
O'Fallon HS District #203	\$ 3,169
O'Fallon Library	\$ 238
O'Fallon Township	\$ 103
O'Fallon Township Road	\$ 408
City of O'Fallon	\$ 1,101
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

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:

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



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, 2019 – April 30, 2020).

11/9/2020
Date


Herb Roach
Mayor of the City of O'Fallon



“(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, 2019- April 30, 2020).

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.

11-9-2020
Date

Terry Bruckert
Signature

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, 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 Tracy & Thomas P Moreland (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 119 West First Street in the City of O'Fallon, St. Clair County (the "Property"):

THE WEST 46 FEET OF LOT 20 IN BLOCK 3 OF O'FALLON STATION;
REFERENCE BEING HAD TO THE PLAT THEROF RECORDED IN THE
RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF
DEED I-2 ON PAGES 564 AND 565.

EXCEPT THE COAL, OIL, GAS AND OTHER MINERALS AS MAY
HAVE BEEN HERETOFOR EXCEPTED, RESERVED OR CNOVEYED.

SITUATED IN ST. CLAIR COUNTY, ILLINOIS

Property Address: 119 West First Street, O'Fallon, IL 62269

Permanent Index Number: 04-30.0-400-005

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building,

WHEREAS, the Property Owner submitted a Façade Improvement Grant Application, including a narrative and elevations of the proposed scope of work, (which 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 \$4,999.00, 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 \$4,999.00 based on fund availability. The estimated TIF eligible Project costs are provided within the application as shown 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: \$23,000.00

- 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:
Tracy & Thomas Moreland

To the City:
Attention: City Clerk

2070 Quarry Road
O'Fallon, IL 62269

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:
Tracy Moreland

Signature: Tracy Moreland

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 14th day of February, 2020, this instrument was acknowledged before me by Tracy Moreland.

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.



Laura M. Finner
Notary Public

My term expires: 2.7.22

Property Owner:
Thomas P. Moreland

Signature: Thomas P. Moreland

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 14th day of February, 2020, this instrument was acknowledged before me by Thomas P. Moreland.

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.



Laura M. Finner
Notary Public

My term expires: 2.7.22

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 Timothy J & Monica A. Vecera (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 123 East State Street in the City of O'Fallon, St. Clair County (the "Property"):

A STRIP OF LAND (30) FEET WIDE OFF OF THE EAST SIDE OF A STRIP OF LAND FIFTY (50) FEET WIDE OFF OF THE WEST SIDE OF LOT NUMBERED NINE (9) IN "M. BERNHARD'S SUBDIVISION OF BLOCK B IN THE TOWN OF O'FALLON"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS "C" ON PAGE 63.

Subject to covenants, restrictions and easements of record.

Property Address: 123 & 125 East State Street, O'Fallon, IL 62269

Permanent Index Number: 04-29-0-300-005

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building,

WHEREAS, the Property Owner submitted a Façade Improvement Grant Application, including a narrative and elevations of the proposed scope of work, (which 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 provided within the application as shown 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: \$60,000.00

- 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:

Timothy J. & Monica A. Vecera
225 Fieldspring Court
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.

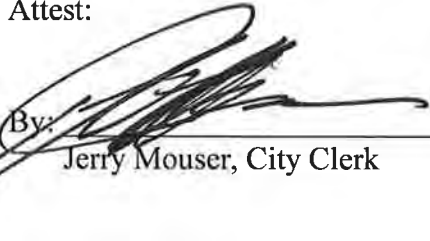
(SEAL)



CITY OF O'FALLON, ILLINOIS

By: 
Walter Denton, City Administrator

Attest:

By: 
Jerry Mouser, City Clerk

Property Owner:

Timothy J. Vecera

Signature: Timothy J. Vecera

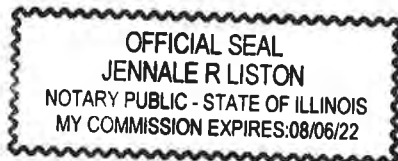
STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 7 day of February, 2020, before me appeared Timothy J. Vecera, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.

Jennale R Liston
Notary Public

My term expires:



Property Owner:

Monica A. Vecera

Signature: Monica A. Vecera

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 7 day of February, 2020, before me appeared Monica A. Vecera, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.

Jennale R Liston
Notary Public

My term expires:

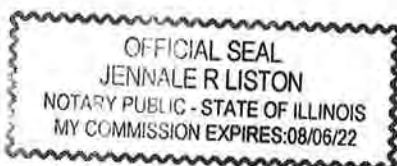


EXHIBIT A
DOWNTOWN O'FALLON DESIGN GUIDELINES

(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 Tangara, Inc., c/o Gary Ahle (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 127 East First Street in the City of O'Fallon, St. Clair County (the "Property"):

LOT NO. 29 IN BLOCK NO. 4 OF "TOWN 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 PAGE 564.

Property Address: 127 East First Street, O'Fallon, IL 62269

Permanent Index Number: 04-29.0-304-006

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building,

WHEREAS, the Property Owner submitted a Façade Improvement Grant Application, including a narrative and elevations of the proposed scope of work, (which 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 provided within the application as shown 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: \$40,000.00

- 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:

Trangara, Inc. c/o Gary Ahle
221 East Jefferson Street
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)



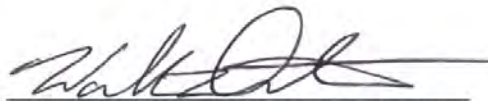
Attest:

By


Jerry Mouser, City Clerk

CITY OF O'FALLON, ILLINOIS

By:


Walter Denton, City Administrator

Property Owner:

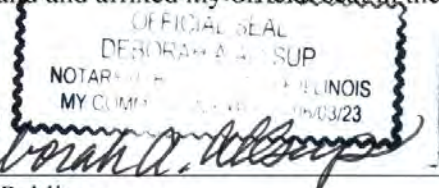
Gary Ahle of Tangara, Inc.

Signature: 

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 10th day of March, 2020, this instrument was acknowledged before me by Gary Ahle of Tangara, Inc.

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:
06/03/23



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)



* A 0 2 6 5 2 6 1 6 1 0 *

A02652616

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

05/29/2020 02:29:22PM

TOTAL FEE: \$30.00

PAGES: 10

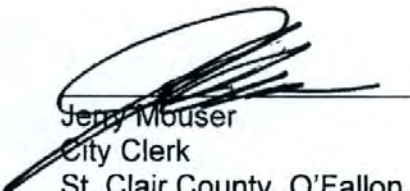
Return to:

E City of O'Fallon
255 S. Lincoln Ave.
O'Fallon, IL 62269
ATTN: City Clerk

CITY CLERK'S CERTIFICATE

I, JERRY MOUSER, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2020-18 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 16th day of March 2020, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 19 day of March 2020

30

Jerry Mouser
City Clerk

St. Clair County, O'Fallon, Illinois



CITY OF O'FALLON, ILLINOIS

RESOLUTION NO. 2020-18

**A RESOLUTION OF THE CITY OF O'FALLON
WHICH AUTHORIZES THE EXECUTION OF
THE REDEVELOPMENT AGREEMENT WITH
227 WEST FIRST, LLC: PARCEL 04-30.0-403-016**

WHEREAS, the City of O'Fallon, St. Clair County, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment ("TIF") Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act"), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer's undertaking and performance of such project; and

WHEREAS, the City authorized preparation of a redevelopment plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central City Redevelopment Area" (the "Redevelopment Plan"), with established geographic boundaries (hereinafter the "Redevelopment Project Area") for the City of O'Fallon, St. Clair County, Illinois; and

WHEREAS, in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the "Council") held on May 4, 2015, notice of such hearing having been given in accordance with the TIF Act; and

WHEREAS, the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:

- (1) Ordinance No. 3885, approving the Redevelopment Plan and Project,
- (2) Ordinance No. 3886, designating the Redevelopment Project Area, and
- (3) Ordinance No. 3887, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore ("Special Tax Allocation Fund"); and

WHEREAS, 227 West First, LLC ("Developer") has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within the Redevelopment Project Area (the "Project Area"). The City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Resolution) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

WHEREAS, the Council desires to enter into an agreement ("Redevelopment Agreement") with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

WHEREAS, the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create jobs, to further the development of O'Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

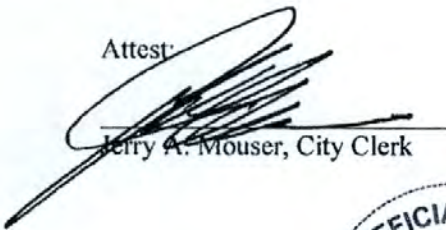
NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON AS FOLLOWS:

1. That the preceding recitations in the upper part of this Resolution are realleged, restated and adopted as paragraph one (1) of this Resolution; and
2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Redevelopment Project; and
3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A" ("Redevelopment Agreement").
4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof; and
5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution; and
6. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid; and
7. This Resolution shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois; and

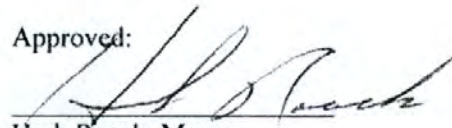
8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Resolution; and
9. All Resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Resolution shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

Resolved by the Mayor and City Council of the City of O'Fallon this 16th day of March, 2020.

Attest:


Jerry A. Mouser, City Clerk

Approved:


Herb Roach, Mayor



REDEVELOPMENT 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 227 West First, LLC, an Illinois limited liability company (hereinafter collectively referred to as "the Developer").

PREAMBLE

WHEREAS, the Developer owns the following described real estate located at 227 West First Street in the City of O'Fallon, St. Clair County (the "Property"):

Lots 8, 9 and the West ½ of Lot 10 in Block 2 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.

EXCEPT Lot 8 and the Westerly 8 feet of Lot 9 in Block 2 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.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil and other minerals, if any.

Situated in the County of St. Clair and the State of Illinois

Parcel No. 04-30.0-403-016 Property Address: 227 West First Street O'Fallon, IL 62269

WHEREAS, the City desires to encourage the Developer to renovate the existing building, so it can be leased to a qualified tenant in the City of O'Fallon (which renovation is hereinafter referred to as the "Project");

WHEREAS, it is the desire of the City and the Developer that the City assist in the improvements for the Project under the City's 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 Developer has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward;

WHEREAS, financing the construction of the renovated building 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 of said real property owned by the Developer, 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 Developer.

- a. Upon the approval by the City of the Development Agreement, the Developer shall proceed with the Project as described above. The Project shall be substantially complete within one (1) year of the date of execution of this Development Agreement.
- b. The Developer 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.

Section 3. Obligation of the City. In consideration of the Developer's undertaking of the Project, including the incurring of Reimbursable Redevelopment Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes generated from Project and deposited into the Special Tax Allocation Fund in accordance with this Agreement to pay Reimbursable Project Costs incurred by the Developer, subject to the following:

- a. The City will reimburse 75% of the incremental EAV generated by the development of this Property until the expiration of this TIF District on June 1, 2038, or until the maximum funding amount is reached, whichever comes first. The developer must supply proof of tax payments, showing the EAV each year.
- b. Eligible Costs City will consider –

Demolition, Renovation of Existing Building, Site Improvements, Legal, Architectural & Engineering Fees (A detailed breakdown of the eligible costs is shown in the Cost Breakdown that is attached as Exhibit A). However, the City will not consider eligible costs that were already reimbursed pursuant to the City's Façade Improvement Program.

Total Estimated Eligible Costs \$786,043

- c. The Developer shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Developer for completion of the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Developer's costs incurred for the Project. These Requests shall be submitted in a timely manner each year until the

total eligible cost tallies to at least \$786,043. The Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.

- d. The City's Director of Finance (or designee as the case may be), shall approve or disapprove a request for payment by written notice to the Developer 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 Developer 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.
- e. Reimbursement of approved Project costs shall be made annually no later than April 30th and upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse the Developer for approved Project costs, such costs shall be reimbursed in subsequent years.
- f. Prior to making an annual payment to the Developer for reimbursement of approved redevelopment project costs, the Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full.
- g. The City's Finance Department shall maintain an account of all payments to the Developer under this Agreement and may set up sub-accounts to track the tax increment, and payments made to the Developer for this Property.
- h. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES GENERATED BY THE PROJECT ON THE PROPERTY AND DEPOSITED IN THE CITY'S FUNDS 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.
- i. The City's obligations to reimburse the Developer for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
 - 1. Developer's voluntary or involuntary bankruptcy; or
 - 2. Sale of the Developer's building without the City's written approval.

Section 4. Indemnification. The Developer 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 Developer 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 Developer; or (iii) from any negligence or reckless or willful misconduct of

the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer 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 Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer 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 one (1) year after the execution of this Agreement, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Developer shall not be entitled to any further financial assistance from the City. In addition, if the Developer fails to complete the Project, the Developer shall reimburse the City for any monies it received pursuant to this Agreement.

Section 7. Assignment. This Agreement may not be assigned by the Developer without prior written approval of the City, which shall not be unreasonably withheld.

Section 8. 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 9. Miscellaneous. Developer represents that signee has the authority to enter into this Agreement.

Section 10. 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 Developer:

Attention: Richard Huskey
227 West First, LLC
213 Woodland Court
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 Developer 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:


Herb Roach, Mayor

Attest:

By:


Jerry Mouser, City Clerk

Developer:

227 WEST FIRST, LLC

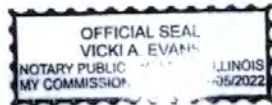
By: Richard Huskey
Richard Huskey

Title: MEMBER

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 7th day of February, 2020, before me appeared Richard Huskey, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.



Vicki A. Evans
Notary Public

My term expires: December 5, 2022



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 227 West First Street, LLC c/o Richard Huskey (hereinafter collectively referred to as "the Property Owner").

PREAMBLE

WHEREAS, the Property Owner owns the following described real estate located at 227 West First Street in the City of O'Fallon, St. Clair County (the "Property"):

LOTS 8,9 AND THE WEST ½ OF LOT 10 IN BLOCK 2 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.

EXCEPT LOT 8 AND TH WESTERLY 8 FEET OF LOT 9 IN BLOXK 2 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.

EXEPT ANY INTEREST IN THE COAL, OIL, GAS, AND OTHER MINERALS UNDERLYING THE LAND WHICH HAVE BEEN HERTOFORE CONVEYED OR RESERVED IN PRIOR CONVEYANCES, AND ALL RIGHTS AND EASESMET IN FAVOR OF THE ESTATE OF SAID COAL, OIL, GAS, AND OTHER MINERALS, IF ANY.

SITUATED IN THE COUNTY OF ST. CLAIR AND THE STATE OF ILLINOIS.

Property Address: 227 West First Street, O'Fallon, IL 62269

Permanent Index Number: 04-30.0-403-016

WHEREAS, the City desires to encourage the Property Owner to improve the exterior appearance of their existing building,

WHEREAS, the Property Owner submitted a Façade Improvement Grant Application, including a narrative and elevations of the proposed scope of work, (which 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 provided within the application as shown 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: \$123,747.00

- 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:

227 West First Street, LCC
Richard Huskey
213 Woodland Court
O'Fallon, IL 62269

To the City:

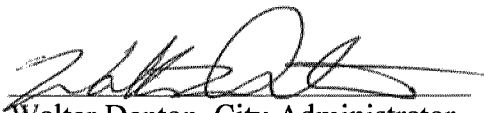
Attention: City Clerk
City of O'Fallon
255 South Lincoln Avenue
O'Fallon, IL 62269

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.

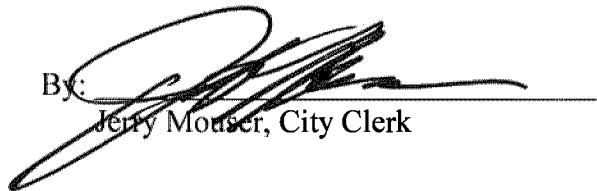
(SEAL)



CITY OF O'FALLON, ILLINOIS

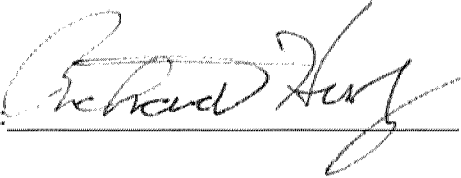
By: 
Walter Denton, City Administrator

Attest:

By: 
Jerry Mouser, City Clerk

Property Owner:

Richard Huskey of 227 West First Street, LLC


Signature: 

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

On this 7th day of February, 2020, this instrument was acknowledged before me by Richard Huskey of 227 West First Street, LLC.

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:
December 5, 2022

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)



* A 0 2 6 1 7 2 9 6 2 1 *

A02617296

MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL

06/26/2019 08:36:17AM

TOTAL FEE: \$30.00

PAGES: 21

After recording please return to

City Clerk
City of O'Fallon
255 S. Lincoln
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair
County Recorder's office)

CITY CLERK'S CERTIFICATE

I, Jerry Mouser, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2019-49 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 16th day of June 2019, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 24 day of June 2019.



Jerry Mouser

City Clerk
St. Clair County, O'Fallon, Illinois



CITY OF O'FALLON, ILLINOIS

RESOLUTION 2019 - 49

**A RESOLUTION OF THE CITY OF O'FALLON WHICH AUTHORIZES THE EXECUTION
OF THE REDEVELOPMENT
AGREEMENT WITH ALEXANDER AND NATALIE JAMES**

- WHEREAS,** the City of O'Fallon, St. Clair County, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment ("TIF") Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act"), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer's undertaking and performance of such project; and
- WHEREAS,** the City authorized preparation of a redevelopment plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central City Redevelopment Area" (the "Redevelopment Plan"), with established geographic boundaries (hereinafter the "Redevelopment Project Area") for the City of O'Fallon, St. Clair County, Illinois; and
- WHEREAS,** in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the "Council") held on May 4, 2015, notice of such hearing having been given in accordance with the TIF Act; and
- WHEREAS,** the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:
- (1) Ordinance No. 3885, approving the Redevelopment Plan and Project,
 - (2) Ordinance No. 3886, designating the Redevelopment Project Area, and
 - (3) Ordinance No. 3887, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore ("Special Tax Allocation Fund"); and
- WHEREAS,** Alexander and Natalie James ("Developer") have submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within the Redevelopment Project Area (the "Project Area"). The City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Resolution) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and
- WHEREAS,** the Council desires to enter into an agreement ("Redevelopment Agreement") with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

WHEREAS, the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create jobs, to further the development of O'Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON AS FOLLOWS:

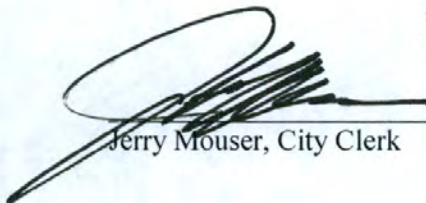
1. That the preceding recitations in the upper part of this Resolution are realleged, restated and adopted as paragraph one (1) of this Resolution; and
2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Redevelopment Project; and
3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A" ("Redevelopment Agreement").
4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof; and
5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution; and
6. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid; and
7. This Resolution shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois; and
8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the

Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Resolution; and

9. All Resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Resolution shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

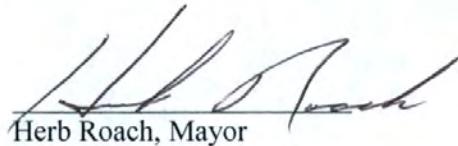
Resolved by the Mayor and City Council of the City of O'Fallon this 17th day of June 2019.

Attest:


Jerry Mouser, City Clerk



Approved:


Herb Roach, Mayor

REDEVELOPMENT 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 Alexander and Natalie James (hereinafter collectively referred to as "the Developer").

PREAMBLE

WHEREAS, the Developer owns the following described real estate located at 111 and 115 West State Street in the City of O'Fallon, St. Clair County (the "Property"):

See attached Exhibit A

WHEREAS, the City desires to encourage the Developer to renovate the existing building to create multiple retail/office spaces, so that said spaces can be leased to qualified tenant(s) in the City of O'Fallon (which renovation is hereinafter referred to as the "Project");

WHEREAS, it is the desire of the City and the Developer that the City assist in the improvements for the Project under the City's 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 Developer has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward;

WHEREAS, financing the construction of the renovated building 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 of said real property owned by the Developer, 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 Developer.

- a. Upon the approval by the City of the Development Agreement, the Developer shall proceed with the Project as described above. The Project shall be substantially complete within one (1) year of the date of execution of this Development Agreement.
- b. The Developer shall at all times undertake the Developer's Development 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.

Section 3. Obligation of the City. In consideration of the Developer's undertaking of the Project, including the incurring of Reimbursable Redevelopment Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes generated from Project and deposited into the Special Tax Allocation Fund in accordance with this Agreement to pay Reimbursable Project Costs incurred by the Developer, subject to the following:

- a. The City will reimburse 75% of the incremental EAV generated by the development of this Property until the expiration of this TIF District on June 1, 2038, or until the maximum funding amount is reached, whichever comes first. The developer must supply proof of tax payments, showing the EAV each year.

- b. Eligible Costs City will consider –

Land Acquisition, Renovation of Existing Building, Site Improvements, Legal, Architectural & Engineering Fees (A detailed breakdown of the eligible costs is shown in the Estimated Budget that is attached as Exhibit B).

Total Estimated Eligible Costs \$453,500.00

- c. The Developer shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Developer for completion of the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Developer's costs incurred for the Project. These Requests shall be submitted in a timely manner each year until the total eligible cost tallies to at least \$453,500.00. The Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.
- d. The City's finance director (or designee as the case may be), shall approve or disapprove a request for payment by written notice to the Developer 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 Developer 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.
- e. Reimbursement of approved Project costs shall be made annually no later than April 30th and upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse the Developer for approved Project costs, such costs shall be reimbursed in subsequent years.

- f. Prior to making an annual payment to the Developer for reimbursement of approved redevelopment project costs, the Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full.
- g. The City's Finance Department shall maintain an account of all payments to the Developer under this Agreement and may set up sub-accounts to track the tax increment, and payments made to the Developer for this Property.
- h. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES GENERATED BY THE PROJECT ON THE PROPERTY AND DEPOSITED IN THE CITY'S FUNDS 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.
- i. The City's obligations to reimburse the Developer for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
 - 1. Developer's voluntary or involuntary bankruptcy; or
 - 2. Sale of the Developer's building without the City's written approval; or
 - 3. Developer's voluntary or involuntary closure of its business; or
 - 4. Substantial change in the nature of Developer's business without the City's written approval.

Section 4. Indemnification. The Developer 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 Developer 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 Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer 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 Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer 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 one (1) year after the execution of this Agreement, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Developer shall not be entitled to any further financial assistance from the City. In addition, if the Developer fails to complete the Project, the Developer shall reimburse the City for any monies it received pursuant to this Agreement

Section 7. Assignment. This Agreement may not be assigned by the Developer without prior written approval of the City, which shall not be unreasonably withheld.

Section 8. 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 9. Miscellaneous. Developer represents that signee has the authority to enter into this Agreement.

Section 10. 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 Developer:

Attention: Alexander and Natalie James
132 St. Clair Drive
Fairview Heights, IL 62208

To the City:

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

IN WITNESS WHEREOF, the City and Developer 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



Attest:

By: 

Jerry Mouser, City Clerk

By: 

Herb Roach, Mayor

Developer:

ALEXANDER JAMES

By: [Signature]

STATE OF ILLINOIS)

COUNTY OF ST. CLAIR)

On this 17th day of June, 2019, before me appeared Alexander James who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.

Vicki A. Evans
Notary Public

My term expires:
December 5, 2022



Developer:

NATALIE JAMES

By: Natalie James

STATE OF ILLINOIS)

COUNTY OF ST. CLAIR)

On this 17 day of June, 2019, before me appeared Natalie James, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.

Vicki A. Evans
Notary Public

My term expires:
December 5, 2022



EXHIBIT A

Part of Block "A" 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, lying between Lots 2 and 4 as shown on Plat of said Block lettered A, recorded in said Recorder's Office in Plat Book "K" on page 30. EXCEPTING therefrom, a strip of land 24 feet wide, West of and adjoining said Lot 2.

Also, Part of Block "A" of "O'Fallon Station"; said part being a strip of land 24 feet wide lying West of and adjoining said Lot 2, as Lot 2 is shown on the Plat of part of Block "A" of said "O'Fallon Station"; recorded in Book of Plats "K" on page 30; 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, in the Recorder's Office of St. Clair County, Illinois.

Except the coal, oil, gas and other minerals.

EXHIBIT B

Estimated Costs

Survey	\$2,000.00
Engineering	\$3,000.00
Architect fees	\$3,500.00
Demo	\$45,000.00
Exterior Improvements	\$40,000.00
Windows and doors	\$30,000.00
Electrical	\$40,000.00
HVAC	\$50,000.00
Foundation Repairs	\$60,000.00
Framing	\$60,000.00
Insulation	\$20,000.00
Interior Finishes	\$40,000.00
Interior Improvements	\$60,000.00
Total	\$453,500.00

Estimated Costs

Survey	\$2,000.00
Engineering	\$3,000.00
Architect fees	\$3,500.00
Demo	\$45,000.00
Exterior Improvements	\$40,000.00
Windows and doors	\$30,000.00
Electrical	\$40,000.00
HVAC	\$50,000.00
Foundation Repairs	\$60,000.00
Framing	\$60,000.00
Insulation	\$20,000.00
Interior Finishes	\$40,000.00
Interior Improvements	\$60,000.00
Total	\$453,500.00



COMMUNITY DEVELOPMENT DEPARTMENT
255 S. Lincoln Avenue, 2nd Floor
O'Fallon, IL 62269
Phone: (618) 624-4500 x4
Fax: (618) 624-4534

RECEIVED JUN - 3 2019

CITY OF O'FALLON

JUN 05 2019

DATE PAID

TIF REDEVELOPMENT AGREEMENT APPLICATION

Date: 5/28/19

Zoning District: B-1

Application Fee: \$1,000

I. APPLICANT INFORMATION

Project Name: W State Street Redevelopment

Project Address: 111 & 115 W State Street

Property Owner(s): Alexander & Natalie James

Mailing Address: 132 St. Clair Dr.

City: Fairview Heights State: IL Zip: 62208

Phone: 618-604-0058 Fax: NA Email: nammb3@mst.edu

Applicant Name (if different than Owner): _____ ☐ Contractor

☐ Tenant

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

**IF APPLICANT IS NOT THE PROPERTY OWNER,
SUBMIT SIGNED AUTHORIZATION FORM ON PAGE 3**

II. AUTHORIZATION TO APPLY

In making this application, the applicant represents all of the statements and information contained therein to be a true description of the redevelopment project. Any and all final decisions on TIF redevelopment agreements shall be made by the O'Fallon City Council.

Applicant Signature: Natalie James Date: 5/28/19

III. SUBMITTAL REQUIREMENTS

- ☐ Narrative describing the proposed business and overview of the construction work to be completed
- ☐ Architectural renderings of any exterior improvements
- ☐ Floor plans for any interior modifications
- ☐ Itemized list showing estimated costs

STAFF USE ONLY

Planning & Zoning Division Approval:

Approved by: Justin I. R. Hall Date: 6.20.19

City Council Approval

Approved by: Justin I. R. Hall Date: 6.20.19

Remarks: _____

Estimated Costs

Survey	\$2,000.00
Engineering	\$3,000.00
Architect fees	\$3,500.00
Demo	\$45,000.00
Exterior Improvements	\$40,000.00
Windows and doors	\$30,000.00
Electrical	\$40,000.00
HVAC	\$50,000.00
Foundation Repairs	\$60,000.00
Framing	\$60,000.00
Insulation	\$20,000.00
Interior Finishes	\$40,000.00
Interior Improvements	\$60,000.00
Total	\$453,500.00

Alex and Natalie James and Related Entities

Narrative for TIFF Application

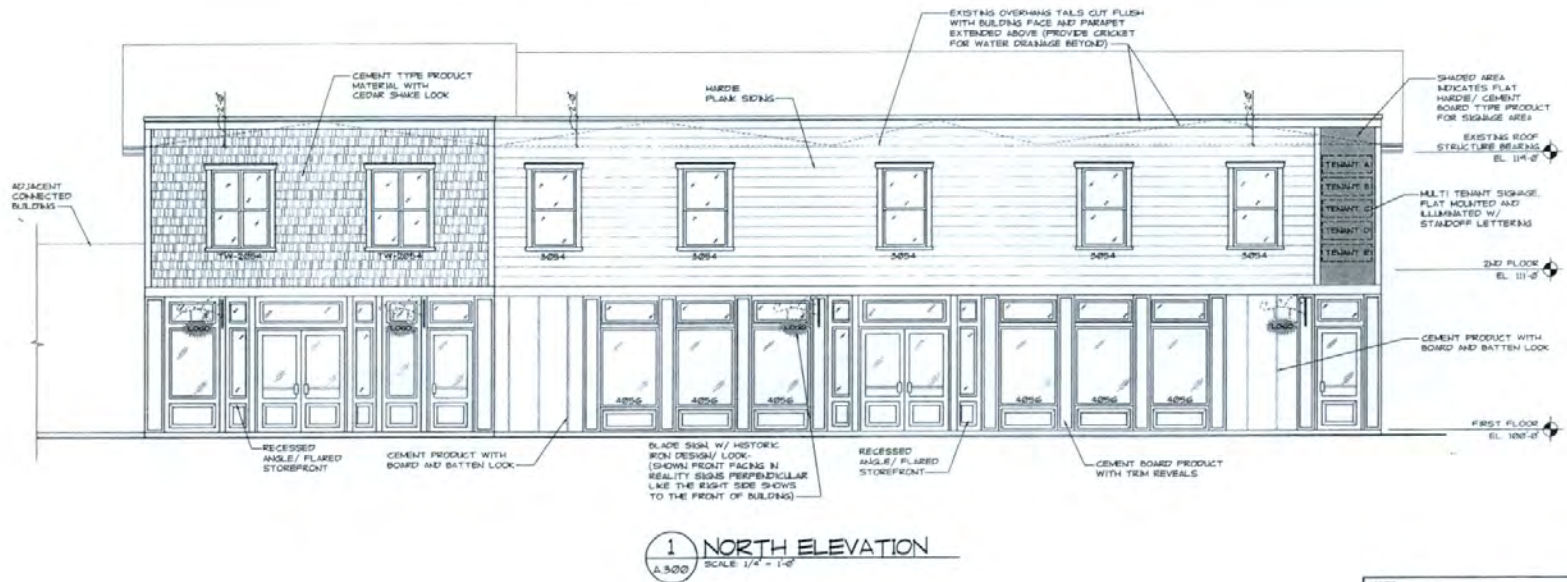
Alexander and Natalie James of James Investments and Consultants have purchased the property at 111 & 115 West State Street in O'Fallon, Illinois and have submitted this application for Redevelopment Agreement and Tax Increment Financing (TIF).

Alexander and Natalie James of James Investments and Consultants believes in the redevelopment plan for the city's downtown area and its importance and impact on the community and are excited about this property's impact on this plan. We are committed to the public benefit and project performance through the development of a building that blends with the downtown historic architecture and further strengthens the growth in the downtown area. We are confident the project will be successful given the following:

- A financially strong developer and development team with local history and strong community base as well as development of smaller projects locally.
- A compliant development plan with the city of O'Fallon Building Code, the Downtown O'Fallon Area Action Plan, and the redevelopment as well as the redevelopment plan of this document.

The building will be 4,400 sf multilevel structures. There will be 5 leasable space options available. We currently have plans for retail/ office spaces occupying the leasable spaces and have had interest in pre-leasing the space.

For plans and exterior elevations please see Exhibit A.



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

NOTE:
ALL WINDOW DIMENSIONS REFERENCE FOOT AND INCH DIMENSIONS OF THE ROUGH OPENING WIDTH x HEIGHT.
THE OWNER/ CONTRACTOR TO SELECT FINAL WINDOW BRAND AND DESIGN TO FIT THIS SIZE LISTED AS A GUIDELINE.

REVISIONS:		
NO.	DATE	DESCRIPTION

OWNER:
JAMES INVESTMENTS & CONSULTING, LLC
4020 GREEN MOUNT
CROSSING DRIVE - SUITE 220
OFFALOON, ILLINOIS 62269



PROJECT INFO
111 WEST STATE ST
BUILDING
RENOVATION & LEAS
SPACE PLANS
111 WEST STATE ST
OFFALOON,
ILLINOIS 62269

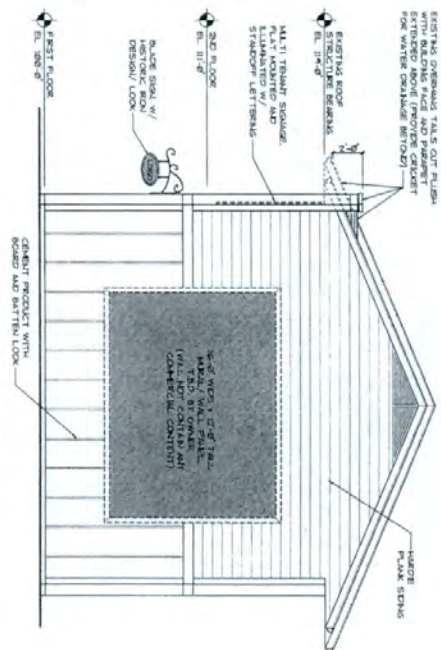
SHEET TITLE:

EXTERIOR
ELEVATIONS

DATE:
OCT. 17, 2017

SHEET NUMBER

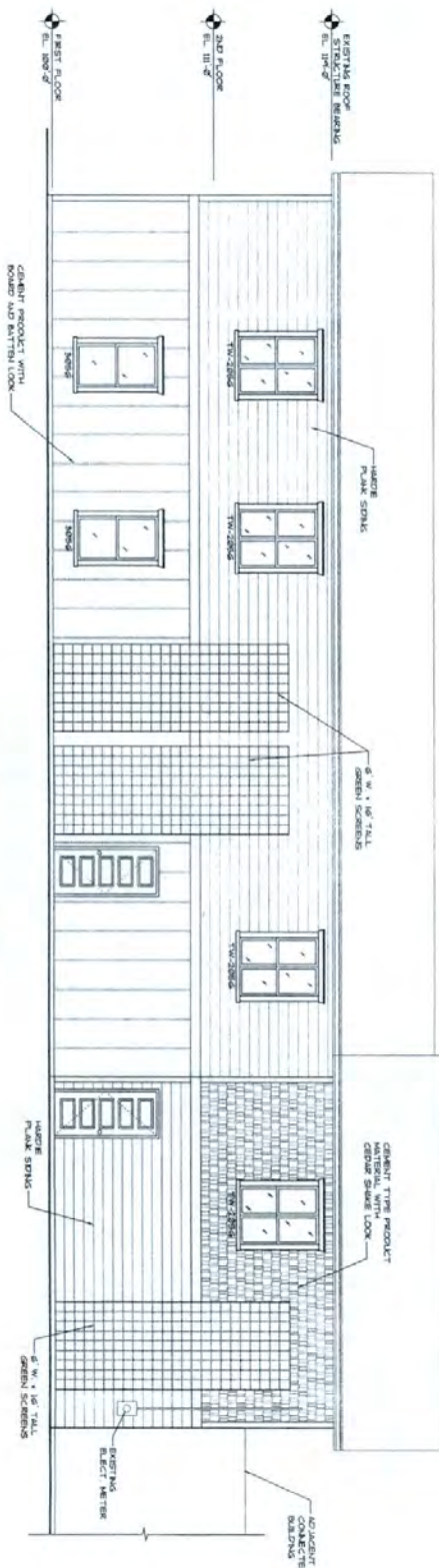
A.300



1) WEST ELEVATION

SCALE: 1" = 1'-0"

NOT ALL WINDOW MEASUREMENTS REFERENCE FOOT AND INCH DIMENSIONS OF THE ROUGH OPENING WIDTH X HEIGHT. THE OWNER/ CONTRACTOR TO SELECT FINAL WINDOW BRAND AND DESIGN TO FIT THIS SIZE LISTED AS A GUIDE LINE.



2 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

OWNER:
**JAMES INVESTMENTS &
CONSULTING, LLC**
4020 GREEN MOUNT
CROSSING DRIVE - SUITE 220
O'FALLON, ILLINOIS 62269
314.524.4462

NICKAS
ARCHITECTURE, LLC
412 MICHAELS WAY • COLUMBIA, ILLINOIS 62206
314-614-2701 • INFO@NICKAS.COM

PROJECT INFO
111 WEST STATE ST.
BUILDING -
RENOVATION & LEASE
SPACE PLANS

111 WEST STATE ST.

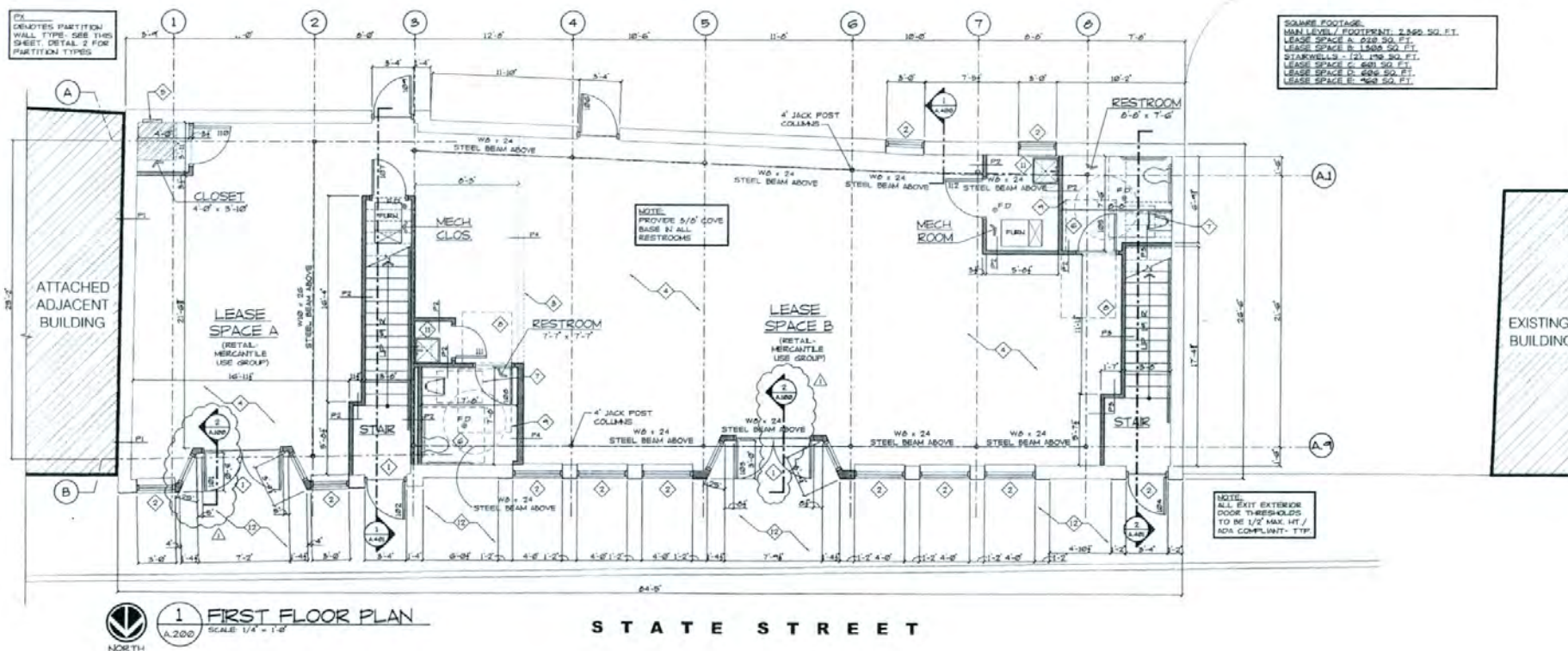
SHEET TITLE:

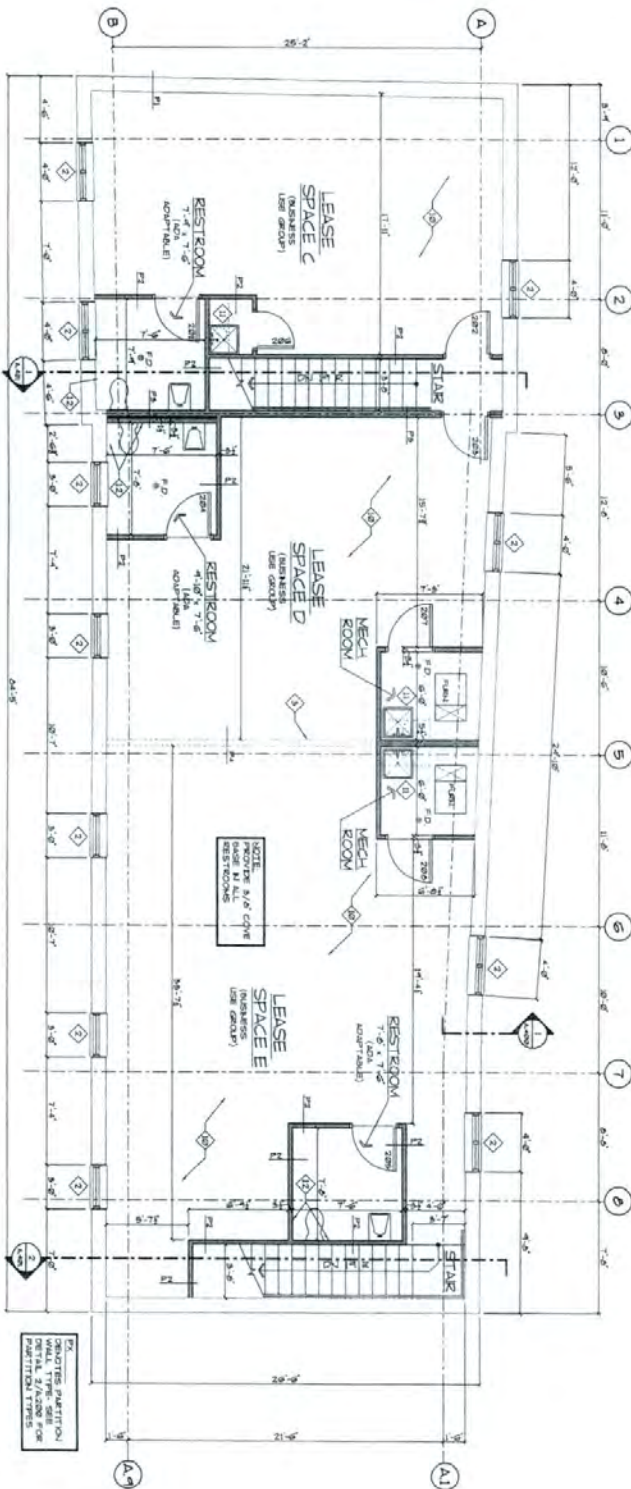
FIRST FLOOR
PLAN AND
PARTITIONS
TYPES

DATE:
OCT. 17, 2017

SHEET NUMBER

A.200





1 SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

A.201

OCT. 17, 2017

DATE

SECOND FLOOR PLAN AND DOOR SCHEDULE

SHEET NUMBER

PROJECT INFO

111 WEST STATE ST
RENOVATION & LEAS
SPACE PLANS
CLARK 62569

SHEET TITLE

NICKAS

ARCHITECTURE, LLC

152 MICHAEL WAY • COLTON, ILLINOIS 62238

OWNER

JAMES INVESTMENTS & CONSULTING, LLC

4020 GREEN MOUNT
CROSSING DRIVE - SUITE 220
OFALLON, ILLINOIS 62269

REVISIONS:

NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

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NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

City of O'Fallon, Illinois
Combining Balance Sheet - Tax Increment Financing (TIF) Funds
April 30, 2020

	Green Mount Medical TIF	Central Park TIF	Rte. 50/ Scott Troy Rd. TIF	Central City TIF	Total TIF Funds
Assets					
Cash and cash equivalents	\$ -	\$ 7,661	\$ 55	\$ 33,058	\$ 40,774
Receivables, net					
Taxes	484,191	750,544	373,584	136,714	1,745,033
Other	-	-	-	-	-
Total Assets	<u>484,191</u>	<u>758,205</u>	<u>373,639</u>	<u>169,772</u>	<u>1,785,807</u>
Deferred Outflows of Resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 484,191</u>	<u>\$ 758,205</u>	<u>\$ 373,639</u>	<u>\$ 169,772</u>	<u>\$ 1,785,807</u>
Liabilities					
Accounts payable	\$ 23	\$ 47	\$ 23	\$ 5,163	\$ 5,256
Due to other funds	4,390,767	70,454	30,692	28,520	4,520,433
Total Liabilities	<u>4,390,790</u>	<u>70,501</u>	<u>30,715</u>	<u>33,683</u>	<u>4,525,689</u>
Deferred Inflows of Resources					
Unavailable resources - property taxes	484,191	750,544	373,584	136,714	1,745,033
Fund Balance					
Nonspendable:					
Prepaid items	-	-	-	-	-
Interfund advances	-	-	-	-	-
Restricted:					
Debt service	-	-	-	-	-
Special revenue fund	-	-	-	-	-
Unassigned:					
General fund	(4,390,790)	(62,840)	(30,660)	(625)	(4,484,915)
Total Fund Balances	<u>(4,390,790)</u>	<u>(62,840)</u>	<u>(30,660)</u>	<u>(625)</u>	<u>(4,484,915)</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 484,191</u>	<u>\$ 758,205</u>	<u>\$ 373,639</u>	<u>\$ 169,772</u>	<u>\$ 1,785,807</u>

City of O'Fallon, Illinois
Combining Schedule of Revenue, Expenditures, and Changes in Fund Balances - Tax Increment Financing (TIF) Funds
For the year ended April 30, 2020

	Green Mount Medical TIF	Central Park TIF	Rte. 50/ Scott Troy Rd. TIF	Central City TIF	Total TIF Funds
Revenues					
Taxes:					
Property	\$ 502,405	\$ 615,364	\$ 363,341	\$ 115,572	\$ 1,596,682
Intergovernmental receipts:					
Grants	-	-	-	-	-
Investment income	-	-	-	-	-
Miscellaneous revenues and reimbursements	-	1,000	-	1,000	2,000
Total Revenues	<u>502,405</u>	<u>616,364</u>	<u>363,341</u>	<u>116,572</u>	<u>1,598,682</u>
Expenditures					
Current:					
Tax increment financing	517	205,524	143,441	14,850	364,332
Capital outlay	-	392,596	209,421	13,689	615,706
Debt service:					
Principal	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-
Bond issuance costs	-	-	-	-	-
Total Expenditures	<u>517</u>	<u>598,120</u>	<u>352,862</u>	<u>28,539</u>	<u>980,038</u>
Excess (Deficiency) of Revenues over Expenditures	<u>501,888</u>	<u>18,244</u>	<u>10,479</u>	<u>88,033</u>	<u>618,644</u>
Other Financing Sources (Uses)					
Transfers in from other funds	-	-	-	-	-
Transfers out to other funds	(526,318)	-	-	-	(526,318)
Total Other Financing Sources	<u>(526,318)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(526,318)</u>
Net Change in Fund Balance	\$ (24,430)	\$ 18,244	\$ 10,479	\$ 88,033	\$ 92,326
Fund Balance (Deficit), May 1	<u>(4,366,360)</u>	<u>(81,084)</u>	<u>(41,139)</u>	<u>(88,658)</u>	<u>(4,577,241)</u>
Fund Balance (Deficit), April 30	<u><u>\$ (4,390,790)</u></u>	<u><u>\$ (62,840)</u></u>	<u><u>\$ (30,660)</u></u>	<u><u>\$ (625)</u></u>	<u><u>\$ (4,484,915)</u></u>



10425 Old Olive Street Road, Suite 101
Creve Coeur, MO 63141

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
TAX INCREMENT FINANCING ACT

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

We have audited the basic financial statements of the City of O'Fallon, Illinois, for the year ended April 30, 2020, and have issued our report thereon dated October 7, 2020, which was qualified for not determining whether the annual pension costs for the Police Pension and Fire Pension are overstated or understated in accordance with U. S. generally accepted accounting principles, which require an asset or liability to be recorded in the statement of net position for the governmental activities, business-type activities, proprietary funds, and the aggregate discretely presented component unit based on the net pension liability or asset, which would change the expenses in the governmental activities, business-type activities, proprietary funds, and the aggregate discretely presented component unit. Also, the City has not determined a cost or liability for other post-employment benefit costs and the omission of the other post-employment benefits disclosures. The financial statements are the responsibility of management for the City of O'Fallon, Illinois. Our responsibility is to express opinions on the financial statements based on our audit.

Our audit was made in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinions.

The management of the City of O'Fallon, Illinois is responsible for the government's compliance with laws and regulations. In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the accounting provisions in Subsection (q) of Section 11-74.4-3 of Public Act 85-1142 insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced laws and regulations insofar as they relate to accounting matters.

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

A handwritten signature in dark ink that reads "Stopp & VanHoy" with a stylized flourish at the end.

Creve Coeur, Missouri
October 7, 2020