

**STATE OF ILLINOIS
COMPTROLLER**
SUSANA A. MENDOZA

| | | | |
|-----------------------|---------------------------------|------------------------|------------------|
| Name of Municipality: | <u>United City of Yorkville</u> | Reporting Fiscal Year: | 2018 |
| County: | <u>Kendall</u> | Fiscal Year End: | 4/30/2018 |
| Unit Code: | <u>047/035/30</u> | | |

TIF Administrator Contact Information

| | | | | | |
|---------------------|------------------------------|------------|------------------|------|-------|
| First Name: | Rob | Last Name: | Fredrickson | | |
| Address: | 800 Game Farm Road | Title: | Finance Director | | |
| Telephone: | 630-553-8534 | City: | Yorkville | Zip: | 60560 |
| E-mail- required | rfredrickson@yorkville.il.us | | | | |

I attest to the best of my knowledge, that this FY 2018 report of the redevelopment project area(s)

in the City/Village of: Yorkville, Illinois

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.].



10/22/2018
Date

Written signature of TIF Administrator

Date _____

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

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

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

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

FY 2018

Name of Redevelopment Project Area (below):

Downtown Yorkville

Primary Use of Redevelopment Project Area*: Commercial

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

If "Combination/Mixed" List Component Types:

Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):

Tax Increment Allocation Redevelopment Act

X

Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

| | No | Yes |
|---|----|-----|
| Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). | x | |
| Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B). | | x |
| Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C). | | x |
| Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (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 or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H). | | x |
| Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J). | x | |
| An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis MUST be attached and (labeled Attachment J). | x | |
| Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K). | | x |
| Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L). | | x |
| A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M). | x | |

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d))**Provide an analysis of the special tax allocation fund.****FY 2018****TIF NAME:****Downtown Yorkville**

Special Tax Allocation Fund Balance at Beginning of Reporting Period

\$ 97,556

| 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 | \$ 76,186 | \$ 703,247 | 47% |
| State Sales Tax Increment | | | 0% |
| Local Sales Tax Increment | | | 0% |
| State Utility Tax Increment | | | 0% |
| Local Utility Tax Increment | | | 0% |
| Interest | \$ - | \$ 612 | 0% |
| Land/Building Sale Proceeds | | | 0% |
| Bond Proceeds | | | 0% |
| Transfers from Municipal Sources | \$ 800,000 | \$ 800,000 | 53% |
| Private Sources | | | 0% |
| Miscellaneous Income | \$ - | \$ 5,612 | 0% |

All Amount Deposited in Special Tax Allocation Fund

\$ 876,186

Cumulative Total Revenues/Cash Receipts

\$ 1,509,471 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 1,655,047

Transfers to Municipal Sources**Distribution of Surplus****Total Expenditures/Disbursements**

\$ 1,655,047

Net/Income/Cash Receipts Over/(Under) Cash Disbursements

\$ (778,861)

FUND BALANCE, END OF REPORTING PERIOD*

\$ (681,305)

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

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

FY 2018

TIF NAME:

Downtown Yorkville

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment project costs)

PAGE 1

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|--|-----------|-----------------------|
| 1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost. | | |
| Legal Services | 24,539 | |
| Auditing Services - TIF Compliance Report | 260 | |
| Developer Incentive | 22,727 | |
| Public Meeting Notices & Postage | 2,812 | |
| Engineering Services | 22,487 | |
| Downtown Overlay District | 40,033 | |
| Environmental Audit | 1,800 | |
| Administrative Costs | 30,284 | \$ 144,942 |
| 2. Annual administrative cost. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 3. Cost of marketing sites. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 4. Property assembly cost and site preparation costs. | | |
| Acquisition of Property - 102 E. Van Emmon | 1,162,649 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 1,162,649 |
| 5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area. | | |
| Improvements to Buildings | 10,542 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 10,542 |
| 6. Costs of the construction of public works or improvements. | | |
| IL Rte 47 Expansion | 7,420 | |
| Soil Remediation - Riverfront Park | 329,494 | |
| | | |
| | | |
| | | |
| | | \$ 336,914 |

SECTION 3.2 A

PAGE 3

| | | |
|--|--|--------------|
| 13. Relocation costs. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 14. Payments in lieu of taxes. | | |
| | | |
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| | | |
| | | |
| | | \$ - |
| 15. Costs of job training, retraining, advanced vocational or career education. | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | \$ - |
| 16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project. | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | \$ - |
| 17. Cost of day care services. | | |
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| | | |
| | | \$ - |
| 18. Other. | | |
| | | |
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| | | |
| | | |
| | | |
| | | \$ - |
| TOTAL ITEMIZED EXPENDITURES | | \$ 1,655,047 |

FY 2018

TIF NAME:

Downtown Yorkville

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 2018

TIF NAME:

Downtown Yorkville

FUND BALANCE BY SOURCE

\$ (681,305)

| Amount of Original Issuance | Amount Designated |
|--------------------------------|-------------------|
|--------------------------------|-------------------|

1. Description of Debt Obligations

| | | |
|--|--|--|
| | | |
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Total Amount Designated for Obligations

| | | | |
|----|---|----|---|
| \$ | - | \$ | - |
|----|---|----|---|

2. Description of Project Costs to be Paid

| | | | |
|--|--|----|-----------|
| IL Route 47 Expansion | | \$ | 32,153 |
| Imperial Investments Redevelopment Phase 1 | | \$ | 1,271,669 |
| Downtown Streetscape Improvements | | \$ | 30,000 |
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Total Amount Designated for Project Costs

\$ 1,333,822

TOTAL AMOUNT DESIGNATED

\$ 1,333,822

SURPLUS/(DEFICIT)

\$ (2,015,127)

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

FY 2018

TIF NAME:

Downtown Yorkville

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

**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): | Old Bank Building |
| Street address: | 102 East Van Emmon Street |
| Approximate size or description of property: | 14,000 square feet |
| Purchase price: | 1,170,000.00 |
| Seller of property: | Imperial Investments |

| | |
|--|--|
| 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: | |

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

PAGE 1

FY 2018

TIF Name:

Downtown Yorkville

Page 1 is to be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.Select **ONE** of the following by indicating an 'X':

| | |
|---|----|
| 1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area. | |
| 2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.) | X |
| 2a. The number of projects undertaken by the municipality within the Redevelopment Project Area: | 14 |

LIST the 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) | \$ 5,650,579 | \$ - | \$ 5,650,579 |
| Public Investment Undertaken | \$ 216,985 | \$ 1,333,822 | \$ 1,550,807 |
| Ratio of Private/Public Investment | 26 1/24 | | 3 56/87 |

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Landscaping

| | | | |
|--|-----------|------|-----------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ 24,063 | \$ - | \$ 24,063 |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 2*: IL Route 47 Expansion

| | | | |
|--|-----------|-----------|-----------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ 61,347 | \$ 32,153 | \$ 93,500 |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 3*: Downtown Streetscape Improvement

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ 103,504 | \$ 30,000 | \$ 133,504 |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 4*: Paving of Downtown Parking Lots

| | | | |
|--|-----------|------|-----------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ 18,321 | \$ - | \$ 18,321 |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 5*: Painting of Pump House

| | | | |
|--|----------|------|----------|
| Private Investment Undertaken (See Instructions) | \$ - | \$ - | \$ - |
| Public Investment Undertaken | \$ 9,750 | \$ - | \$ 9,750 |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 6*: 101 E Van Emmon (Imperial Investments)

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ 129,697 | \$ - | \$ 129,697 |
| Public Investment Undertaken | \$ - | \$ 30,864 | \$ 30,864 |
| Ratio of Private/Public Investment | 0 | | 4 18/89 |

Project 7*: 210 Van Emmon Apartments (Imperial Investments)

| | | | |
|--|------------|------------|------------|
| Private Investment Undertaken (See Instructions) | \$ 671,880 | \$ - | \$ 671,880 |
| Public Investment Undertaken | \$ - | \$ 159,887 | \$ 159,887 |
| Ratio of Private/Public Investment | 0 | | 4 18/89 |

Project 8*: 217 Bridge Street (Imperial Investments)

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ 315,643 | \$ - | \$ 315,643 |
| Public Investment Undertaken | \$ - | \$ 44,974 | \$ 44,974 |
| Ratio of Private/Public Investment | 0 | | 7 1/55 |

Project 9*: 219 Bridge Street (Imperial Investments)

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ 176,916 | \$ - | \$ 176,916 |
| Public Investment Undertaken | \$ - | \$ 12,348 | \$ 12,348 |
| Ratio of Private/Public Investment | 0 | | 14 19/58 |

Project 10*: 101 E Van Emmon & 219 Bridge Street (Imperial Investments)

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ 384,817 | \$ - | \$ 384,817 |
| Public Investment Undertaken | \$ - | \$ 87,910 | \$ 87,910 |
| Ratio of Private/Public Investment | 0 | | 4 20/53 |

Project 11*: 211-215 Bridge Street (Imperial Investments)

| | | | |
|--|--------------|------------|--------------|
| Private Investment Undertaken (See Instructions) | \$ 1,075,512 | \$ - | \$ 1,075,512 |
| Public Investment Undertaken | \$ - | \$ 251,774 | \$ 251,774 |
| Ratio of Private/Public Investment | 0 | | 4 25/92 |

Project 12*: 201-209 Bridge Street (Imperial Investments)

| | | | |
|--|--------------|------------|--------------|
| Private Investment Undertaken (See Instructions) | \$ 1,595,404 | \$ - | \$ 1,595,404 |
| Public Investment Undertaken | \$ - | \$ 376,492 | \$ 376,492 |
| Ratio of Private/Public Investment | 0 | | 4 19/80 |

Project 13*: 102 E Van Emmon (Imperial Investments)

| | | | |
|--|--------------|------------|--------------|
| Private Investment Undertaken (See Instructions) | \$ 1,154,508 | \$ - | \$ 1,154,508 |
| Public Investment Undertaken | \$ - | \$ 272,628 | \$ 272,628 |
| Ratio of Private/Public Investment | 0 | | 4 23/98 |

Project 14*: 202-210 Van Emmon & 306-308 Heustis Apartments & Townhomes (Imperial Investments)

| | | | |
|--|------------|-----------|------------|
| Private Investment Undertaken (See Instructions) | \$ 146,202 | \$ - | \$ 146,202 |
| Public Investment Undertaken | \$ - | \$ 34,792 | \$ 34,792 |
| Ratio of Private/Public Investment | 0 | | 4 19/94 |

Project 15*:

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

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

SECTION 6
FY 2018

TIF NAME: Downtown Yorkville

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 |
|--|--------------|---------------------------|
| 6/13/2006 | \$ 5,745,902 | \$ 5,897,142 |

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 |
|-----------------------------|--|
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |

SECTION 7

Provide information about job creation and retention:

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

SECTION 8

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

| |
|--|
| |
|--|

| Optional Documents | Enclosed |
|---|---------------------|
| Legal description of redevelopment project area | previously provided |
| Map of District | previously provided |



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

Attachment B

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Gary J. Golinski, Mayor of the United City of Yorkville, Kendall County, Illinois, certify that the City has complied with all of the requirements of the *Tax Increment Allocation Redevelopment Act*, 65 ILCS 5/11-74.4-1 *et seq.* during the fiscal year ending April 30, 2018, in connection with the administration of the Downtown Tax Increment Financing District.



Gary J. Golinski, Mayor

LAW OFFICE
KATHLEEN FIELD ORR & ASSOCIATES

53 West Jackson Blvd.
Suite 964
Chicago, Illinois 60604
(312)382-2113
(312)382-2127 facsimile

KATHLEEN FIELD ORR
kfo@kfoassoc.com

October 17, 2018

Susana A. Mendoza, State Comptroller
Office of the State Comptroller
Local Government Division
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601-3252

***Re: Downtown Tax Increment Finance Redevelopment Project Area for the Fiscal
Year Ending April 30, 2018***

Dear State Comptroller:

I, Kathleen Field Orr, am the Tax Increment Financing attorney for the United City of Yorkville, Kendall County, Illinois, and have been such throughout the fiscal year covered by this Report.

I reviewed all of the information provided to me by the City Administration and I find that the United City of Yorkville, Illinois, has conformed with all of the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act.

This opinion relates only to the time periods set forth and is based on all information available to me at the end of said fiscal year.

Very truly yours,

KATHLEEN FIELD ORR & ASSOCIATES



KATHLEEN FIELD ORR

KFO/kms

Activities Statement

Downtown Yorkville

The Downtown TIF district was created in 2006 to help facilitate mixed use development in the downtown area. Over the last several fiscal years, the City has entered into several agreements with Imperial Investments for the redevelopment of several buildings in the downtown area.

The downtown portion of the IL Route 47 expansion was completed in fiscal year 2015. This expansion is a joint project between the City and the Illinois Department of Transportation (IDOT), and includes various roadway and infrastructure (water, sanitary sewer, storm sewer) improvements on Route 47, from just south of Kennedy Road through its intersection with IL Route 71. The cost of the project that is applicable to the Downtown TIF district is approximately \$100,000, which will be paid to the State over a period of ten years.

In the current fiscal year the installation of new streetlights in the downtown area was substantially completed, with partial grant funding provided by the State of Illinois Integrated Transportation Enhancement Program (ITEP). Also in the current fiscal year the City completed the process of acquiring the former Old Second Bank building at 102 East Van Emmon Street, which closed in May 2017. Additional TIF District projects in Fiscal Year 2018 included the remediation of soil at the Riverfront Park site; improvements to the old bank building; and continued work on the downtown overlay district.

Other TIF related activities in Fiscal Year 2018 included the creation of a second TIF in the downtown area, for the purposes of facilitating performance of the original redevelopment area. The new TIF is comprised of underperforming parcels from the original TIF, in addition to some new parcels, which expanded the overall size of the redevelopment area. By establishing a second TIF, these underperforming parcels now have a greater period of time to generate increment. Furthermore, TIF's that share a boundary may also distribute funds between them. The new downtown TIF was formally created in May of 2018.

Looking ahead to the upcoming fiscal year, the City will be working on a Neighborhood Design Guidelines in the old residential areas of the downtown, which may be used in conjunction with a façade rehabilitation program in the future. Additional projects for Fiscal Year 2019 include sidewalk replacement in the west alley and the implementation of the downtown signage program.

**UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS**

ORDINANCE NO. 2017-55

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT
FOR THE DOWNTOWN YORKVILLE REDEVELOPMENT PROJECT AREA
(Imperial Investment, LLC)**

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 14th day of November, 2017

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on March 5, 2018.

**AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING FOURTH AMENDMENT TO THE REDEVELOPMENT
AGREEMENT FOR THE DOWNTOWN YORKVILLE REDEVELOPMENT PROJECT
AREA
(Imperial Investments, LLC)**

WHEREAS, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et. seq.*, as from time to time amended (the “TIF Act”) the Mayor and City Council of the City (collectively, the “Corporate Authorities”) are empowered to undertake the development or redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance Nos. 2006-46, 2006-47, and 2006-48, respectively, adopted on June 13, 2006, approved a redevelopment plan and project (the “Redevelopment Plan”) setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Yorkville Downtown Redevelopment Project Area (the “Redevelopment Project Area”); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, Imperial Investments, LLC, an Illinois limited liability company (the “Developer”) advised the City that it desired to complete various projects on certain properties

within the Redevelopment Project Area for which it needed financial assistance from the City; and,

WHEREAS, in order to provide the requested financial assistance and as authorized by the TIF Act, on April 23, 2013 the City and Developer entered into a Redevelopment Agreement for the Downtown Yorkville Project Area (the “*Original Agreement*”); thereafter, the Original Agreement was amended on January 8, 2013 (the “*First Amendment*”), April 9, 2013 (the “*Second Amendment*”), and on July 18, 2013 (the “*Third Amendment*”); and,

WHEREAS, on January 8, 2013, the Corporate Authorities, pursuant to the Business District Development and Redevelopment Law of the State of Illinois, 65 ILCS 5/11-74.3-1, *et. seq.*, as from time to time amended (the “*BDD Act*”), after a public hearing, designated the Redevelopment Project Area as a “business district” in accordance with the BDD Act and thereafter imposed a retailers’ occupation tax and service occupation tax of one percent (1%) in the Redevelopment Project Area to pay costs incurred in connection with the planning, execution and implementation of the goals and objectives as set forth in a business district plan for the Redevelopment Project Area; and,

WHEREAS, the Developer has now submitted a proposal to the City to undertake additional improvements to the Redevelopment Project Area at the properties commonly known as 220 Bridge Street (the Old St. Joe’s building) and 222-224 Bridge Street (the old Kendall County Record building) for office uses as permitted by the City’s Zoning Code (the “*Project*”); and,

WHEREAS, the Developer has advised the City that it is unable to proceed with the Project without additional financial assistance from the City available as a result of the

designation of the Redevelopment Project Area as a “redevelopment project area” under the TIF Act and a “business district” under the BDD Act; and,

WHEREAS, in order to induce the Developer to proceed with the projects as set forth in the Original Agreement, First Amendment, Second Amendment, and Third Amendment, and to proceed with the Project, the Corporate Authorities have determined that it is in the best interests of the City to provide additional financial incentives to the Developer in accordance with the terms of a fourth amendment between the parties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Fourth Amendment to the Redevelopment Agreement for the Downtown Yorkville Redevelopment Project Area by and between the City and Developer, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 14 day of November, A.D. 2017.


CITY CLERK

CARLO COLOSIMO

Abstain

KEN KOCH

Y

JACKIE MILSCHEWSKI

Y

ARDEN JOE PLOCHER

—

CHRIS FUNKHOUSER

Y

JOEL FRIEDERS

Y

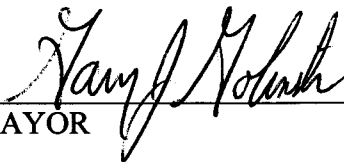
SEAVER TARULIS

Y

ALEX HERNANDEZ

Y

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 27 day of FEBRUARY, A.D. ²⁰¹⁸~~2017~~.


MAYOR

Attest:


CITY CLERK

**FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT FOR THE
DOWNTOWN YORKVILLE REDEVELOPMENT PROJECT AREA**

(Imperial Investments, LLC)

THIS FOURTH AMENDMENT (the "*Fourth Amendment*") to the Redevelopment Agreement for the Downtown Yorkville Redevelopment Project Area dated April 23, 2012, as amended January 8, 2013, April 9, 2013 and July 18, 2013, by and between the United City of Yorkville, Kendall County, Illinois, a municipal corporation (hereafter the "*City*") and Imperial Investments, LLC, an Illinois limited liability company (hereafter the "*Developer*"), is dated this 27 day of FEBRUARY, ²⁰¹⁸~~2017~~.

W I T N E S S E T H:

WHEREAS, by Ordinance No. 2006-46 adopted by the Mayor and City Council of the City (the "*Corporate Authorities*") on June 13, 2006, the Downtown Yorkville Tax Increment Financing Redevelopment Project and Plan (hereinafter the "*Redevelopment Plan*") was approved, which project and plan covered some of the oldest properties of the City constituting a significant portion of the City's historic Downtown; and,

WHEREAS, by Ordinance No. 2006-47 and No. 2006-48 adopted by the Corporate Authorities on June 13, 2006, the City designated approximately 200 acres of land containing 114 buildings as a "redevelopment project area" (the "*Yorkville Downtown Redevelopment Project Area*") and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (hereinafter referred to as the "*Act*"); and,

WHEREAS, as authorized by the Act, on April 23, 2013, pursuant to Ordinance No. 2012-06, the Corporate Authorities entered into the Redevelopment Agreement for the

Downtown Yorkville Redevelopment Project Area (the "*Original Agreement*") with the Developer in order to induce the development and redevelopment of certain properties within the Yorkville Downtown Redevelopment Project Area; and,

WHEREAS, pursuant to the Original Agreement, the City agreed to reimburse the Developer for Redevelopment Project Costs as specifically identified therein for the following four (4) Projects:

1. Cobblestone Bakery, Project No. 1;
2. Follies Theater, Project No. 2;
3. Follies Box Office, Project No. 3; and,
4. Van Emmon Apartments, Project No. 4; and,

WHEREAS, on January 8, 2013, the Original Agreement was amended (the "*First Amendment*") to add the following additional redevelopment projects (the "*Additional Projects*") and provide additional incentives as set forth in the First Amendment to the Original Agreement:

1. 209 South Bridge Street;
2. The parking lot immediately to the north of 209 Bridge Street;
3. 213 South Bridge Street; and,
4. An expansion of the Cobblestone Bakery Project No. 1; and,

WHEREAS, on April 9, 2013, the Original Agreement was again amended (the "*Second Amendment*") to include new redevelopment projects at 102 E. Van Emmon Street (the "*Bank Property*") and a parking lot located at the northeast corner of West Van Emmon Street and the west alley (the "*Parking Lot*"); and on July 18, 2013, was again amended (the "*Third Amendment*") to further enhance the Yorkville Downtown Redevelopment Project Area by

undertaking the demolition of a portion of a utility station owned by the City and replacing the façade on the portion remaining and creating a pedestrian walkway; and,

WHEREAS, once again the Developer has submitted a proposal to the City to undertake additional improvements in the Downtown Yorkville Redevelopment Project Area to rehabilitate and redevelop the property commonly known as 220 Bridge Street (the Old St Joe's building) and the property commonly known as 222-224 Bridge Street (the old Kendall County Record building) for office uses as permitted by the City's Zoning Code; and,

WHEREAS, the Developer has advised the City it is unable to proceed with the proposal without the financial assistance available as a result of the designation of the Downtown Yorkville Redevelopment Project Area pursuant to the Act and potentially through the Business District Act as hereinafter provided; and,

WHEREAS, in order to induce the Developer to continue with the Project approved in the Original Agreement, the First Amendment, the Second Amendment; and, the Third Amendment, the City designated a portion of the commercial area of the Yorkville Downtown Redevelopment Project Area as a "Business District" in accordance with the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3 *et seq.*) (the "*Business District Act*"), on January 8, 2013; and,

WHEREAS, pursuant to the Business District Act, once a business district is designated, the Corporate Authorities may impose a retailers' occupation tax, service occupation tax, and a hotel operators' occupation tax in an amount not to exceed one percent (1%) (the "*BD Taxes*") to pay costs to be incurred in connection with the planning, execution and implementation of the goals and objectives as set forth in the business district plan, and the Corporate Authorities have,

in fact, imposed a retailers' occupation tax and a service occupation tax of one percent (1%) in the business district; and,

WHEREAS, the City desires the Developer to proceed with the Project as stated in the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment and the project as specifically hereinafter described in this Fourth Amendment and is, therefore, willing to commit additional incentives available pursuant to the Act and the Business District Act in order to induce the Developer to proceed, all as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. Incorporation. The representations and recitations set forth in the preambles hereto are material to this Fourth Amendment and are hereby incorporated into and made a part of this Fourth Amendment as though fully set forth in this Section I and said representations and recitations constitute the understandings of the City and the Developer.

Section 2. Developer's Obligations.

A. The Developer represents and warrants that it has acquired the following properties (collectively the "*Bridge Street Properties*") within the Downtown Yorkville Redevelopment Project Area:

1. 220 South Bridge Street, identified by parcel number 02-33-154-031
2. 222-224 South Bridge Street identified by parcels 02-33-154-027 and 02-33-154-028

B. The Developer covenants and agrees to rehabilitate and redevelop the Bridge Street Properties (the "*Project*") in conformance with all applicable zoning codes, building

codes, life safety codes, maintenance codes and all other applicable ordinances of the City and laws of the State of Illinois including the terms of this Agreement (collectively, the “*Legal Requirements*”).

C. The Developer covenants and agrees to commence construction of the Project on or before March 31, 2018, and complete construction and obtain a certificate of occupancy for the Bridge Street Properties on or before December 31, 2018.

D. The Developer has submitted estimated budgets for each of the buildings included in the Project which budgets are attached hereto as *Exhibit A* and the Developer warrants that the completion of the Project shall result in an investment of approximately \$795,000 which includes the cost of acquisition.

E. Upon completion of the Project, the Developer shall deliver to the Village a final itemization of the actual costs incurred by the Developer in connection with the Project with such invoices, bills and receipts to substantiate proof of payment.

F. The Developer covenants and agrees to pay all fees, taxes, bills and fines and all other amounts that may be owing to the City and the County as such become due and payable.

Section 3. Obligations and Commitments of the City.

A. So long as no notice pursuant to Section 17 of this Fourth Amendment has been issued and remains outstanding and so long as the Developer shall have completed the Project in conformance with the Legal Requirements, the City shall reimburse the Developer for twenty-five percent (25%) of the costs of the Project to the extent such costs are “Redevelopment Project Costs” under the Act, as hereinafter defined, or Business District Project Costs, as hereinafter defined.

B. In connection with the establishment and ongoing administration of the Downtown Yorkville Redevelopment Area, the City has established a special fund pursuant to the requirements of the Act, known as the Downtown Yorkville Special Tax Allocation Fund (the “STAF”), into which the City shall deposit all incremental real estate taxes as hereinafter defined, generated from the Bridge Street Properties (the “*Incremental Taxes*”) and any BD Taxes generated from businesses operating at the Bridge Street Properties. The City shall thereafter transfer eighty-five percent (85%) of the Incremental Taxes from the Bridge Street Properties and any BD Taxes generated from any business operating at the Bridge Street Properties into a subaccount known as the “Imperial Investment Subaccount” as established by the City pursuant to the terms of the Original Agreement.

C. Reimbursement of Redevelopment Project Costs shall be made annually on November 1 or such later date which is ten (10) days following receipt of the second installment of real estate taxes by the City; provided, that reimbursement of Redevelopment Project Costs shall only be made to the extent money is available therefore from the deposits made into the Imperial Investment Subaccount. To the extent money in the Imperial Investment Subaccount is insufficient to reimburse the Developer for Redevelopment Project Costs, reimbursements shall be held for payment on the following November 1.

D. THE CITY’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE IMPERIAL INVESTMENT SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. As used in this Agreement, “*Incremental Taxes*” shall

mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Downtown Yorkville Redevelopment Project Area and its improvements which is attributable to the increase in the equalized assess value over the initial equalized assessed value of the Downtown Yorkville Redevelopment Project Area. For purposes of this Agreement, Redevelopment Project Costs shall mean and include all costs and expenses defined as “redevelopment project costs” in Section 11-74.4-3(q) of the Act and shall also mean “business district project costs” as defined in the Business District Act.

Section 4. Term. Unless earlier terminated pursuant to Section 19, the term of the Redevelopment Agreement shall commence on the date of execution and end December 31, 2029 (the “*Termination Date*”).

Section 5. Verification of Tax Increment. The Developer shall use its best efforts to cooperate with the City in obtaining certified copies of its real estate tax bills for the Bridge Street Properties payable in 2017, and paid in each subsequent year during the term of this Redevelopment Agreement.

Section 6. No Liability of City for Others for Developer’s Expenses. The City shall have no obligation to pay costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or material man providing services or materials to the Developer for the development of the Project.

Section 7. Time; Force Majeure. Time is of the essence of this Fourth Amendment, provided, however, a party shall not be deemed in material breach of this Fourth Amendment with respect to any obligations of this Fourth Amendment on such party’s part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any

strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 8. Assignment. This Fourth Amendment may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 9. Developer's 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 any third-party claims made against the City as a result of the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or material men; from any default or breach of the terms of this Fourth

Amendment by the Developer; or 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. The 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 10. Waiver. Any party to this Fourth Amendment may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Fourth Amendment.

Section 11. Severability. If any section, subsection, term or provision of this Fourth Amendment 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 Fourth Amendment or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Fourth Amendment 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: Imperial Investments, LLC
202 Boombah Blvd.
Yorkville, Illinois 60560

To the City: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attention: City Administrator

With a copy to: Kathleen Field Orr
Kathleen Field Orr & Associates
53 W. Jackson Blvd.
Suite 964
Chicago, Illinois 60604

Section 13. Successors in Interest. This Fourth Amendment shall be binding upon and inure to the benefit of the parties to this Fourth Amendment and their respective successors and assigns.

Section 14. No Joint Venture, Agency or Partnership Created. Neither anything in this Fourth Amendment nor any acts of the parties to this Fourth Amendment shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 15. Warranty of the Developer.

The Developer hereby covenants and agrees to maintain good standing as an Illinois limited liability company throughout the term of this Fourth Amendment.

Section 16. No Discrimination – Construction. The Developer for itself and its successors and assigns agrees that in the construction of the improvements at the Subject Property provided for in this Fourth Amendment the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin unless there is a false claim and or accusation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 17. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Fourth Amendment, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Fourth Amendment. Except as required to protect against further damages, the City may not exercise any remedies

against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Fourth Amendment. A default not cured as provided above shall constitute a breach of this Fourth Amendment. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Fourth Amendment after notice is given by the City and any cure periods described in paragraph A. above have expired, the City may elect to terminate this Fourth Amendment or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Fourth Amendment. If any proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Fourth Amendment under this Section by written notice to the Developer.

C. If, in the Developer's judgment, the City is in material default of this Fourth Amendment, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Fourth Amendment. The Developer may not exercise any remedy against the City in connection with such failure until (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Fourth Amendment. Any failure or delay by the Developer in asserting any of their rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Fourth Amendment, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Fourth Amendment by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any Redevelopment Agreement or obligation contained in this

Fourth Amendment, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

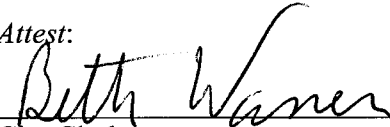
Section 19. Amendment. This Fourth Amendment, and any exhibits attached to this Fourth Amendment, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Fourth Amendment supersedes all prior Redevelopment Agreements, negotiations and discussions relative to the subject matter hereof.

Section 20. Counterparts. This Fourth Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

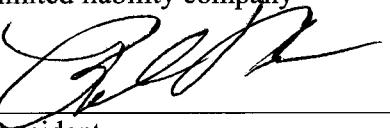
IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
municipal corporation

By: 
Mayor

Attest:

City Clerk

IMPERIAL INVESTMENTS, LLC, an Illinois
limited liability company

By: 
President

Attest:

Secretary

220 Bridge proposed budget

| | |
|--|----------------------------|
| Property Name: | Old St. Joe's Building |
| Address or PIN # | 220 S Bridge 02-33-154-031 |
| Acquisition Cost: | \$ 150,000.00 |
| General renovation costs: | \$ 172,000.00 |
| All engineering, architectural design costs: | \$ 2,800.00 |
| Any legal fees incurred by developer: | \$ 5,000.00 |
| Signage costs: | \$ 3,900.00 |
| Outdoor lighting costs: | \$ 4,650.00 |
| Landscaping costs: | \$ 1,700.00 |
| Any interest costs on borrowing: | \$ 47,010.00 |
| | \$ 387,060.00 |

222 Bridge proposed budget

| | |
|--|------------------------------------|
| Property Name: | Record Building |
| Address or PIN # | 222 S Bridge 02-33-154-027 and 028 |
| Acquisition Cost: | \$ 215,000.00 |
| General renovation costs: | \$ 135,000.00 |
| All engineering, architectural design costs: | \$ 1,000.00 |
| Any legal fees incurred by developer: | \$ 5,000.00 |
| Signage costs: | NA- tenant to provide |
| Outdoor lighting costs: | \$ 3,500.00 |
| Landscaping costs: | \$ 2,500.00 |
| Any interest costs on borrowing: | \$ 47,010.00 |
| | \$ 409,010.00 |

**ANNUAL JOINT REVIEW BOARD
UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
DOWNTOWN REDEVELOPMENT PROJECT**

Tuesday, December 12, 2017 3:45pm

**City Hall Conference Room
800 Game Farm Rd., Yorkville, IL**

Call Meeting to Order

The meeting was called to order at 3:45pm by City Attorney Kathleen Orr and she explained the order of the meeting.

Roll Call

Attorney Orr took roll call as follows:

Kendall County

Andres Beltran

United City of Yorkville

City Administrator Bart Olson

Waubonsee Community College

Darla Cardine

Sarah Orth

Bristol-Kendall Fire Protection District

Tom Lindblom

Bristol Township

no representative

Yorkville School Dist. #115

Dean Romano

Others Present:

City Attorney Kathleen Orr

City of Yorkville Finance Director Rob Fredrickson

City of Yorkville Assistant City Administrator Erin Willrett

City of Yorkville Community Development Director Krysti Barksdale-Noble

Kendall County Record Reporter Tony Scott

Motion to Elect or Re-elect Public Member

Ms. Orr called for a motion to elect a Public Member. So moved by Bart Olson and seconded by Dean Romano to elect Erin Willrett, Assistant City Administrator as Public Member. Unanimous voice vote approval.

Motion to Elect or Re-elect Chairperson

A motion was made by Mr. Beltran and seconded by Mr. Romano to re-elect Mr. Olson as Chairperson. Mr. Olson then assumed chairing the meeting.

Minutes for Approval

The minutes from last year's meeting on November 22, 2016 were approved on a unanimous voice vote following a motion by Mr. Lindblom and second by Ms. Willrett. Unanimous voice vote approval.

Review of Annual Report for the Downtown Redevelopment Project Area

Mr. Olson turned the floor over to Mr. Fredrickson who gave a brief overview of the report. Mr. Fredrickson presented the Fund Balances at the beginning and end of Fiscal Year 2017 as well as expenditures and revenue. The ending Fund Balance was \$97,556. The report also lists public and private undertakings since the TIF's inception.

Questions, Comments from the Board

Mr. Olson commented that an extension for this TIF had been requested; with some of the taxing bodies approving and others not. There are several projects planned for the downtown and he will send details to the JRB members. Some infrastructure improvements will also be made. He said the school district has requested a project-focused presentation and he will send the details to all taxing bodies.

Discussion, Deliberation and Recommendation

Ms. Orr said the law requires this meeting be held when this report is filed with the State Comptroller. She said the Comptroller is not accepting reports at this time even though the due date was October 31, 2017. Regardless, Ms. Orr had recommended moving forward with this meeting to avoid any penalties.

There was no further business and the meeting adjourned at 3:55pm on a motion by Ms. Willrett and second by Mr. Lindblom. Unanimous voice vote approval.

Respectfully transcribed by
Marlys Young, Minute Taker

UNITED CITY OF YORKVILLE, ILLINOIS

COUNTRYSIDE AND DOWNTOWN
TAX INCREMENTAL FINANCING DISTRICTS

FINANCIAL AND COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2018

**UNITED CITY OF YORKVILLE, ILLINOIS
COUNTRYSIDE AND DOWNTOWN
TAX INCREMENTAL FINANCING DISTRICTS**

TABLE OF CONTENTS

| | PAGE |
|--|-------------|
| INDEPENDENT AUDITORS' REPORT | 1 |
| FINANCIAL STATEMENTS | |
| Balance Sheet..... | 2 |
| Statement of Revenues, Expenditures and Changes in Fund Balance | 3 |
| Notes to the Financial Statements | 4 |
| INDEPENDENT AUDITORS' REPORT ON COMPLIANCE BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GENERALLY ACCEPTED AUDITING STANDARDS | 5 |

INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

October 1, 2018

The Honorable City Mayor
Members of the City Council
United City of Yorkville, Illinois

We have audited the accompanying basic financial statements of the governmental activities of the Countryside and Downtown Tax Incremental Financing Districts of the United City of Yorkville, Illinois as of and for the year ended April 30, 2018, which collectively comprise the Countryside and Downtown Tax Incremental Financing Districts as listed in the table of contents. The basic financial statements are the responsibility of the United City of Yorkville, Illinois' management. Our responsibility is to express an opinion on these basic financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As described in Note 1 to the basic financial statements, the basic financial statements present only the Countryside and Downtown Tax Incremental Financing Districts of the United City of Yorkville, Illinois, and are not intended to present fairly the financial position or results of operations of the United City of Yorkville, Illinois, in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Countryside and Downtown Tax Incremental Financing Districts of the United City of Yorkville, Illinois as of April 30, 2018, and the results of its operations for the year then ended in conformity with accounting principles generally accepted in the United States of America.

We have also issued a report dated October 1, 2018 on our consideration of the Countryside and Downtown Tax Incremental Financing Districts' compliance with laws, regulations, contracts and grants.

Lauterbach & Amen LLP
LAUTERBACH & AMEN, LLP

FINANCIAL STATEMENTS

**UNITED CITY OF YORKVILLE, ILLINOIS
COUNTRYSIDE AND DOWNTOWN
TAX INCREMENTAL FINANCING DISTRICTS**

**Balance Sheet
April 30, 2018**

| | Countryside TIF | Downtown TIF |
|-------------------------------------|--------------------|-----------------|
| ASSETS | | |
| Cash and Investments | \$ - | - |
| Prepays | - | 618 |
| Total Assets | - | 618 |
| LIABILITIES | | |
| Liabilities | | |
| Accounts Payable | - | 66,307 |
| Due to Other Funds | 459,820 | 615,616 |
| Total Liabilities | 459,820 | 681,923 |
| FUND BALANCES | | |
| Fund Balances | | |
| Nonspendable | - | 618 |
| Unassigned | (459,820) | (681,923) |
| Total Fund Balances | (459,820) | (681,305) |
| Total Liabilities and Fund Balances | - | 618 |

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS
COUNTRYSIDE AND DOWNTOWN
TAX INCREMENTAL FINANCING DISTRICTS**

**Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended April 30, 2018**

| | Countryside TIF | Downtown TIF |
|--|--------------------|-----------------|
| Revenues | | |
| Taxes | | |
| Property Taxes | \$ 198,294 | 76,186 |
| Expenditures | | |
| General Government | | |
| Administration Fees | 10,701 | 30,284 |
| Professional Services | 1,329 | 4,486 |
| Legal Services | - | 22,853 |
| TIF Incentive Payout | - | 22,727 |
| Capital Outlay | | |
| Project Costs | - | 73,334 |
| Property Acquisition | - | 1,164,449 |
| Riverfront Park | - | 329,494 |
| Route 47 Expansion | - | 7,420 |
| Debt Service | | |
| Principle Retirement | 41,009 | - |
| Interest and Fiscal Charges | 109,321 | - |
| Total Expenditures | 162,360 | 1,655,047 |
| Excess (Deficiency) of Revenues Over (Under) Expenditures | 35,934 | (1,578,861) |
| Other Financing Sources | | |
| Debt Proceeds | - | 800,000 |
| Net Change in Fund Balances | 35,934 | (778,861) |
| Fund Balances - Beginning | (495,754) | 97,556 |
| Fund Balances - Ending | (459,820) | (681,305) |

The notes to the financial statements are an integral part of this statement.

**UNITED CITY OF YORKVILLE, ILLINOIS
COUNTRYSIDE AND DOWNTOWN
TAX INCREMENTAL FINANCING DISTRICTS**

**Notes to the Financial Statements
April 30, 2018**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The operations of Countryside and Downtown Tax Incremental Financing Districts are accounted for through special revenue funds of the United City of Yorkville, Illinois. It applies the following policies:

Basis of Accounting

The financial statements are prepared on the modified accrual basis of accounting under which revenue is recognized when it becomes both measurable and available, and expenditures generally are recognized when the liability is incurred.



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GENERALLY
ACCEPTED AUDITING STANDARDS**

October 1, 2018

The Honorable City Mayor
Members of the City Council
United City of Yorkville, Illinois

We have audited the accompanying basic financial statements of the governmental activities of the Countryside and Downtown Tax Incremental Financing Districts of the United City of Yorkville, Illinois, as of and for the year ended April 30, 2018, and have issued our report thereon dated October 1, 2018. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance

Compliance with laws, regulations, contracts, and grants applicable to the Financing Districts are the responsibility of the United City of Yorkville's management. As part of obtaining reasonable assurance about whether basic financial statements are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts and grants applicable to the Financing District, including the City's compliance with subsection (q) of Section 11-74.4-3 of the State of Illinois Public Act 85-1142, *An Act in Relation to Tax Increment Financing*, noncompliance with which could have a direct and material effect on the determination of basic financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance with the provisions referred to in the preceding paragraph.

This report is intended for the information of the members of the City Council and management, and is not intended to be used and should not be used by anyone other than these specified parties.

LAUTERBACH & AMEN, LLP