

NOTICE OF ANNUAL MEETING OF JOINT REVIEW BOARD

Kendall County
111 West Fox Street
Yorkville, Illinois 60560

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

Waubonsee Community College #516
Route 47 at Waubonsee Drive
Sugar Grove, Illinois 60554

Bristol-Kendall Fire Protection District
103 East Beaver Street
Yorkville, Illinois 60560

Kendall Township
9925 B State Route 47
Yorkville, Illinois 60560

Yorkville School Community Unit #115
602-A Center Parkway
Yorkville, Illinois 60560

YOU ARE HEREBY NOTIFIED that a meeting of the annual Joint Review Board to review the annual report for the Downtown Tax Increment Financing Redevelopment Project Area will be convened on November 22, 2022 at 3:35 p.m. at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, Illinois 60560.

PLEASE BE ADVISED that the Joint Review Board shall elect or re-elect a public member as well as a chairperson. In accordance with the provisions of the Tax Increment Allocation Redevelopment Act (the “*Act*”) (65 ILCS 5/11-74.1-1 *et seq.*), the Joint Review Board shall review the annual report for the Downtown Redevelopment Project Area.

/s/ Jori Behland, City Clerk

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A G E N D A

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

November 22, 2022

*United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560*

3:35 p.m.

1. Call the Meeting to Order
2. Roll Call: United City of Yorkville
 Kendall County
 Kendall Township
 Yorkville School District #115
 Waubonsee Community College District #516
 Bristol-Kendall Fire Protection District
3. Motion to elect or re-elect a Public Member
4. Motion to elect or re-elect a Chairperson
5. Minutes for Approval
6. Review of Annual Report for the Downtown Redevelopment Project Area
7. Questions, Comments from the Board
8. Discussion, deliberation and recommendation
9. Public Comment
10. Adjournment

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Table of Contents

Minutes of the Fiscal Year 2021 Joint Review Board.....	1
Downtown TIF Report	3
Certification of Chief Executive Officer.....	17
Legal Counsel Opinion	18
Activities Statement	19
Redevelopment Agreement – Williams Group, LLC	20
Audited Financial Statements	38
Auditor Compliance Letter	45

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

**Tuesday, November 23, 2021 3:05pm
City Hall Council Chambers
800 Game Farm Rd., Yorkville, IL 60560**

1. Call the Meeting to Order

The meeting was called to order at 3:06pm by Finance Director Rob Fredrickson.

2. Roll Call

City of Yorkville, Assistant City Administrator Erin Willrett

Kendall County, no representative

Kendall Township, no representative

Yorkville School District #115, Kreg Wesley

Waubensee Community College, Sarah Orth

Bristol Kendall Fire Protection District, James Bateman, Tom Lindblom

Others Present:

City of Yorkville, Finance Director Rob Fredrickson

City of Yorkville, Community Development Director Krysti Barksdale-Noble

3. Motion to Elect or Re-elect a Public Member

Ms. Willrett moved to nominate Krysti Barksdale-Noble as the Public Member, seconded by Mr. Wesley.

4. Motion to Elect or Re-elect a Chairperson

Moved by Mr. Bateman and seconded by Ms. Orth to elect Ms. Willrett as Chairman.

Ms. Willrett then assumed the chairing of the meeting.

5. Minutes for Approval

Ms. Willrett entertained a motion to approve the previous meeting minutes of November 24, 2020. So moved by Ms. Orth, seconded by Mr. Bateman. Unanimous voice vote approval.

6. Review of Annual Report for the Downtown Redevelopment Project Area

Mr. Fredrickson reported the beginning Fund Balance as well as property taxes and expenses. The ending Fund Balance is -(\$1,448,929). He noted the itemized charges incurred by the Fund.

7. Questions, Comments from the Board

Ms. Willrett asked if there has been any other interest by other developers. Ms. Noble said there has not been any other interest, but the city is trying for a grant for public infrastructure.

8. Discussion, Deliberation and Recommendations

None

9. Public Comment

None

10. Adjournment

There was no further business and Ms. Willrett moved to adjourn, seconded by Mr. Wesley. Voice vote approval and meeting adjourned at 3:10pm.

Respectfully transcribed by
Marlys Young, Minute Taker

STATE OF ILLINOIS
COMPTROLLER
SUSANA A. MENDOZA

Name of Municipality:	<u>United City of Yorkville</u>	Reporting Fiscal Year:	2022
County:	<u>Kendall</u>	Fiscal Year End:	4/30/2022
Unit Code:	047/035/30		

FY 2022 TIF Administrator Contact Information-Required

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

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)

in the **City/Village** of:

United City 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.].



10/27/2022

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 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

Primary Use of Redevelopment Project Area*: Combination/Mixed

*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
For redevelopment projects beginning prior to FY 2022, 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). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (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 (labeled Attachment J).	x	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	x	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) 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	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	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)]**FY 2022****Name of Redevelopment Project Area:****Downtown Yorkville****Provide an analysis of the special tax allocation fund.**Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (1,448,929)

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	\$ 96,795	\$ 1,024,912	99%
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	\$ -	\$ -	0%
Private Sources	\$ -	\$ -	0%
Miscellaneous Income	\$ -	\$ 5,612	1%

All Amount Deposited in Special Tax Allocation Fund \$ 96,795**Cumulative Total Revenues/Cash Receipts** \$ 1,031,136 100%**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 287,794**Transfers to Municipal Sources** \$ -**Distribution of Surplus** **Total Expenditures/Disbursements** \$ 287,794**Net/Income/Cash Receipts Over/(Under) Cash Disbursements** \$ (190,999)**Previous Year Adjustment (Explain Below)** \$ -**FUND BALANCE, END OF REPORTING PERIOD*** \$ (1,639,928)

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

Previous Year Explanation:

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

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Legal Services	2,454	
Auditing Services - TIF Compliance Report	187	
Administrative Costs	35,020	
		\$ 37,661
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
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.		
Developer Incentive	36,562	
		\$ 36,562
6. Costs of the construction of public works or improvements.		
IL Rte 47 Expansion	7,488	
		\$ 7,488

SECTION 3.2 A
PAGE 2

[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		\$ 287,794

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

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

FUND BALANCE BY SOURCE

\$ (1,639,928)

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Van Emmon Activity Center Loan	\$ 800,000	\$ -
Total Amount Designated for Obligations	\$ 800,000	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
IL Route 47 Expansion		\$ 3,120
Imperial Investments Redevelopment Phase 1		\$ 1,327,884
Total Amount Designated for Project Costs		\$ 1,331,004

TOTAL AMOUNT DESIGNATED

\$ 1,331,004

SURPLUS/(DEFICIT)

\$ (2,970,932)

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

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

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

x	Indicate an 'X' if no property was 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:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

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

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 6,441,652	\$ -	\$ 6,441,652
Public Investment Undertaken	\$ 465,491	\$ 1,336,159	\$ 1,801,650
Ratio of Private/Public Investment	13 83/99		3 42/73

Project 1*: 222 - 224 S Bridge

Private Investment Undertaken (See Instructions)	\$ 404,599	\$ -	\$ 404,599
Public Investment Undertaken	\$ 12,841	\$ 85,887	\$ 98,728
Ratio of Private/Public Investment	31 30/59		4 5/51

Project 2*: IL Route 47 Expansion

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 91,001	\$ 3,120	\$ 94,121
Ratio of Private/Public Investment	0		0

Project 3*: Downtown Streetscape Improvement

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 153,035	\$ -	\$ 153,035
Ratio of Private/Public Investment	0		0

Project 4*: Downtown Parking Lot Improvements

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

Project 5*: Improvements to 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	\$ 4,217	\$ 28,207	\$ 32,424
Ratio of Private/Public Investment	30 65/86		4

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

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

Private Investment Undertaken (See Instructions)	\$	671,880	\$	-	\$	671,880
Public Investment Undertaken	\$	17,824	\$	150,146	\$	167,970
Ratio of Private/Public Investment		37 25/36				4

Project 8*: 217 Bridge Street (Imperial Investments)

Private Investment Undertaken (See Instructions)	\$	315,643	\$	-	\$	315,643
Public Investment Undertaken	\$	5,014	\$	42,234	\$	47,248
Ratio of Private/Public Investment		62 21/22				6 49/72

Project 9*: 219 Bridge Street (Imperial Investments)

Private Investment Undertaken (See Instructions)	\$	176,916	\$	-	\$	176,916
Public Investment Undertaken	\$	1,687	\$	11,285	\$	12,972
Ratio of Private/Public Investment		104 67/77				13 30/47

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

Private Investment Undertaken (See Instructions)	\$	384,817	\$	-	\$	384,817
Public Investment Undertaken	\$	12,012	\$	80,342	\$	92,354
Ratio of Private/Public Investment		32 3/83				4 1/6

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

Private Investment Undertaken (See Instructions)	\$	1,075,512	\$	-	\$	1,075,512
Public Investment Undertaken	\$	34,404	\$	230,099	\$	264,503
Ratio of Private/Public Investment		31 6/23				4 1/15

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

Private Investment Undertaken (See Instructions)	\$	1,595,404	\$	-	\$	1,595,404
Public Investment Undertaken	\$	51,446	\$	344,080	\$	395,526
Ratio of Private/Public Investment		31 1/89				4 3/89

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

Private Investment Undertaken (See Instructions)	\$	1,154,508	\$	-	\$	1,154,508
Public Investment Undertaken	\$	37,253	\$	249,158	\$	286,411
Ratio of Private/Public Investment		31				4 3/97

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	\$	4,754	\$	31,796	\$	36,550
Ratio of Private/Public Investment		30 55/73				4

Project 15*: 220 S Bridge

Private Investment Undertaken (See Instructions)	\$	386,474	\$	-	\$	386,474
Public Investment Undertaken	\$	11,932	\$	79,805	\$	91,737
Ratio of Private/Public Investment		32 23/59				4 10/47

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

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

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement
82	76

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement
\$136,000	\$0

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

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

The Downtown TIF District contains a mix of residential, commercial, industrial, institutional, and undeveloped land uses. The northern boundary of the district stretches across the Fox River and the adjacent parcels front West and East Hydraulic Avenue. This area includes Yorkville’s Riverfront Park and several eating establishments. The eastern area of the district includes an undeveloped single-family residential subdivision which was established and platted in the early 2000’s but was never completed. The central area of the district aligns north and south along Bridge Street (Route 47) and contains many of the historic downtown structures which provide commercial services. Additionally, the properties along Heustis Street include a saw mill, grain silos, and single-family homes.

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

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

Downtown Yorkville

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

Year of Designation	Base EAV	Reporting Fiscal Year EAV
6/13/2006	\$ 5,745,902	\$ 3,887,008

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

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

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

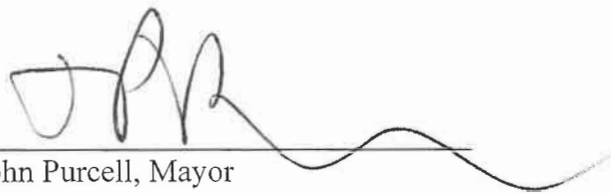


United City of Yorkville

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

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, John Purcell, 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, 2022, in connection with the administration of the Downtown Tax Increment Financing District.



John Purcell, Mayor

LAW OFFICE
KATHLEEN FIELD ORR
2024 Hickory Road
Suite 205
Homewood, Illinois 60430
312.382.2113

KATHLEEN FIELD ORR
kfo@kfoassoc.com

October 20, 2022

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 Yorkville Tax Increment Finance Redevelopment Project Area for
the Fiscal Year Ending April 30, 2022***

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

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 fiscal year 2018 the City acquired the former Old Second Bank building at 102 East Van Emmon Street, which has been converted into an activity center managed by the Recreation Department. As of April 30, 2021, outstanding principal for 102 East Van Emmon Loan was \$200,000. During the current fiscal year, the TIF district paid \$212,233 in principal and interest on the outstanding loan.

In May of 2018 a second TIF was created 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.

Fiscal Year 2019 saw the installation of new streetlights in the downtown area, with partial grant funding provided by the State of Illinois Integrated Transportation Enhancement Program (ITEP). In addition, the City installed wayfinding signage in the downtown area; completed sidewalk replacements in the east alley and on Main & Van Emmon Streets; and finished work on the downtown overlay district. In the current fiscal year, the former Kendallwood Estates residential development, consisting of 83 single-family lots on 50-acres of land just south of Van Emmon Road and east of Route 47, was purchased by Rally Homes in winter 2021 and renamed the Timber Ridge Estates development. The development will offer seven (7) different semi-custom home plans and three (3) distinct elevations per plan. The homes will range in size from 2,000 square foot ranches to nearly 4,000 square foot two-story homes. While there are only 54 lots of the Timber Ridge Estates within TIF I, the developer has started construction of the first model home unit. In December 2021, the City also approved a TIF inducement resolution for the Williams Group, LLC for eight (8) parcels located at the northwest corner of IL 47 (Bridge Street) and Hydraulic Avenue. The redevelopment plans included remodeling the interior spaces for two (2) residential apartments on the second floor and commercial space on the ground floor. One of the commercial spaces recently opened is a local coffee shop, Iconic Coffee, offering pastries and beverages. The developer is currently pursuing another development agreement for a micro-meadery selling hand-crafted artisan honey wines and taproom beers.

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

ORDINANCE NO. 2022-07

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE WILLIAMS GROUP, LLC**

**Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 8th day of February, 2022**

**Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on February 16, 2022.**

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE WILLIAMS GROUP, LLC**

ARTICLE 1: RECITALS

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, the City is engaged in the revitalization of its downtown commercial district which includes the properties commonly known as 101, 109 and 111 South Bridge Street and 111, 119 and 201 West Hydraulic Avenue, which properties are identified by parcel index numbers 02-32-278-008 and 02-32-279-001, -003 and -004, -005, -006 and -009 and legally described on *Exhibit A* (collectively, the “Downtown Property”).

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 redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act; and,

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on June 13, 2006, pursuant to Ordinance Nos. 2006-46, 2006-47 and 2006-48, approved a Redevelopment Plan (the “Redevelopment Plan”) for an area designated as the Downtown Redevelopment Project Area #1 (the “Project Area”), which Project Area includes the Downtown

Development, and adopted tax increment financing for the payment and financing of “Redevelopment Project Costs”, as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act; and,

WHEREAS, The Williams Group, LLC, an Illinois limited liability company (the “Developer”) has submitted a proposal to the City to acquire the Downtown Development and immediately begin to redevelop a portion of the Downtown Development identified by parcel number 02-32-279-006 (the “Subject Property”) repurposing the existing structure and adding two dwelling units to the second floor (the “Project”); and,

WHEREAS, the Developer has advised the City that the acquisition and the redevelopment of the Subject Property shall require an investment of approximately \$1,600,000 and that it is not economically feasible to proceed without financial assistance due to the extraordinary costs to renovate and repurpose a structure formerly used to manufacture tools into modern retail and residential space; and,

WHEREAS, the City desires to have the Subject Property redeveloped and repurposed as proposed by the Developer because the City believes the Project shall eliminate the blight factors found within the Subject Property while increasing the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, improve the general welfare of the community; and, therefore, is prepared to reimburse the Developer for certain costs associated with the Project, subject to the terms and conditions of this Agreement, the TIF Act and all other applicable law.

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

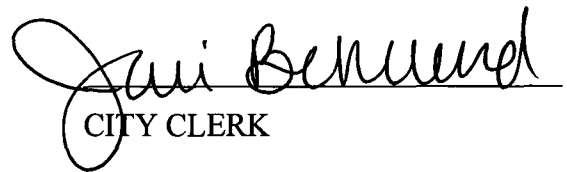
Section 1. All of the Preambles hereinabove set forth are incorporated herein as if restated.

C.

Section 2. That the Redevelopment Agreement by and between the United City of Yorkville and The Williams Group, LLC and in the form attached hereto and presented to this meeting is hereby approved and the Mayor is hereby authorized to execute same.

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 8th day of February, A.D. 2022.


CITY CLERK

KEN KOCH AYE

DAN TRANSIER AYE

ARDEN JOE PLOCHER AYE

CRAIG SOLING AYE

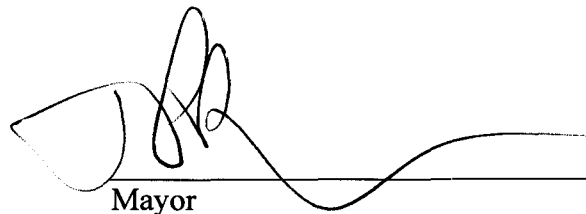
CHRIS FUNKHOUSER AYE

MATT MAREK AYE

SEAVER TARULIS AYE

JASON PETERSON AYE

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 10th day of February, 2022.


Mayor

Attest:


City Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE WILLIAMS GROUP, LLC**

8th THIS REDEVELOPMENT AGREEMENT ("*Agreement*") is entered into as of the day of February, 2022 ("*Effective Date*") by and between the United City of Yorkville, Kendall County, Illinois, an Illinois municipal corporation ("*City*"), and The Williams Group, LLC, an Illinois limited liability company (the "*Developer*").

In consideration of the mutual covenants and agreements set forth in this Agreement, the City and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 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.

1.2 The City is engaged in the revitalization of its downtown commercial district which includes the properties commonly known as 101, 109 and 111 South Bridge Street and 111, 119 and 201 West Hydraulic Avenue, which properties are identified by parcel index numbers 02-32-278-008 and 02-32-279-001, -003 and -004, -005, -006, -008 and -009 and legally described on *Exhibit A* (collectively, the "*Downtown Development*").

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

1.4 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 redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act.

1.5 To stimulate and induce redevelopment pursuant to the TIF Act, the City, after giving all required notices, conducting a public hearing and making all findings required by law, on June 13, 2006, pursuant to Ordinance Nos. 2006-46, 2006-47 and 2006-48, approved a Redevelopment Plan (the "*Redevelopment Plan*") for an area designated as the Downtown Redevelopment Project Area #1 (the "*Project Area*"), which Project Area includes the Downtown Development and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 The Developer has submitted a proposal to the City to acquire the Downtown Development and immediately begin to redevelop a portion of the Downtown Development identified by parcel number 02-32-279-006 (the "*Subject Property*") which is improved with an 18,694 square foot mixed use structure a portion of which is vacant. The Developer proposes to repurpose the basement, divide unit 103 on the first floor into three retail spaces and construct

two dwelling units on the second floors of the structure on the Subject Property as depicted on Exhibit B attached hereto. The basement area has been leased to a brewer of Artisan Mead for use as its production facility. The remaining commercial units on the first floor of the structure shall be renovated and repurposed as the terms of the existing leases expire (collectively, hereinafter the "*Project*").

1.7 The Developer has advised the City that the acquisition and the redevelopment of the Subject Property shall require an investment of approximately \$1,600,000 and that it is not economically feasible to proceed without financial assistance due to the extraordinary costs to renovate and repurpose a structure formerly used to manufacture tools into modern retail and residential space.

1.8 The City desires to have the Subject Property redeveloped and repurposed as proposed by the Developer because the City believes the Project shall eliminate the blight factors found within the Subject Property while increasing the tax base for the City and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its residents; and, improve the general welfare of the community; and, therefore, is prepared to reimburse the Developer for certain costs associated with the Project, subject to the terms of this Agreement, the TIF Act and all other application law provided that the Developer, upon acquisition of the Downtown Development, grants a perpetual non-exclusive easement to the City upon the Downtown Development fronting the Fox River as legally described on *Exhibit C* and an easement for the placement of art work as also described on *Exhibit C* (collectively, the "*Easements*").

ARTICLE 2: DEVELOPER'S OBLIGATIONS

2.1 Within sixty (60) days from the date hereof, the Developer shall have acquired the Subject Property and shall have submitted to the City all plans and applications for all permits required to construct the Project to provide for three (3) new retail/commercial units on the ground floor, to construct two (2) dwelling units on the second floor and to renovate the basement as required for its intended use.

2.2 Within sixty (60) days from the date hereof, the Developer shall submit to the City proof of financing and equity contribution, if required, in an amount sufficient to cover the estimated budget for the Project as itemized on *Exhibit D* attached hereto (the "*Project Costs*").

2.3 Within one hundred twenty (120) days from the date hereof, the Developer shall have commenced construction of the Project.

2.4 Upon completion of the improvements to the ground floor, construction and completion of two (2) dwelling units on the second floor and renovation of the basement area, the Developer shall submit to the City paid bills, invoices, receipts or any documentation which shall demonstrate payment of all costs of the Project, including acquisition, in an amount equal or greater than the total Project Costs as itemized on *Exhibit D*.

2.5 The Developer covenants and agrees to convey the Easements to the City no later than December 31, 2023.

2.6 The Developer covenants and agrees to construct the Project and thereafter maintain the Subject Property in accordance with all applicable City Codes.

2.7 The Developer covenants and agrees not to contest the real estate assessment of the Subject Property at any time during the term of this Agreement.

2.8 The Developer covenants and agrees to pay all fees, fines, licenses, taxes of any due to the City or assessed upon the Subject Property during the term of this Agreement.

ARTICLE 3: CITY OBLIGATIONS

3.1 The City hereby agrees to waive building permit fees in an estimated amount of \$11,179, as shown on the attached Exhibit E, and generally described as:

- 1) 50% of the fees for the commercial renovation of the basement, Unit 105, and Unit 101
- 2) 50% of the fees for the commercial plan review of the basement, Unit 105, and Unit 101
- 3) 100% of the fees for the building permit, water connection fee, water meter cost, city sewer connection fee, water and sewer inspection fee, and public walks and driveway inspection fee for the larger dwelling unit identified as the penthouse apartment on Exhibit B.

3.2 The City has established a special tax allocation fund solely for the Project Area (the "STAF") into which the City shall deposit all Incremental Taxes, as defined below, generated from the Project Area.

3.3 Upon satisfaction of all of the Developer's obligation as set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 and so long as no notice of default has been issued and remains outstanding pursuant to article 5 hereof, on December 1 or ten (10) days following the date upon which the City receives Incremental Taxes from the final installment of real estate taxes for each year during the term of this Agreement, shall first be used to pay any obligations to the School District as mandated by the TIF Act; thereafter, seventy-five percent (75%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the Williams Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and annually shall be used to reimburse the Developer for Redevelopment Project Costs as hereinafter defined until the first to occur: (i) payment of the lesser of twenty-five percent (25%) of the total actual costs of the Project, or, \$398,912; or, (ii) December 31, 2030.

3.4 As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of a valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located herein over the initial equalized assessed value of said parcels.

3.5 For purposes in this Agreement, Redevelopment Project Costs, shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

ARTICLE 4. REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.1 Developer's Representations Warranties and Covenants. To induce the City to enter into this Agreement, Developer represents, covenants, warrants, and agrees that:

- (a) Recitals. All representations and understanding as set forth in Article 1 are true, complete, and accurate in all respects.
- (b) Organization and Authorization. Developer is an Illinois limited liability company duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as Developer is developing and constructing the Project.
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, agreement, or instrument to which Developer, or any of its partners or venturers, is now a party or by which Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing. Any claim of Conflict or Breach made by either party in this Agreement shall be subject to all enforcement and cure provisions provided in Article 7 in this Agreement.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against Developer that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction and development of the Subject Property;
 - (ii) Developer's financial condition;
 - (iii) The level or condition of Developer's assets as of the date of this Agreement; or
 - (i) Developer's reputation

4.2 City's Representations, Warranties and Covenants. To induce Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the City represents, covenants, warrants and agrees as follows:

- (a) Recitals. All representations and agreements made by the City in Article 1 are true, complete, and accurate in all respects.
- (b) Authorizations. The City has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Mayor and City Clerk to execute and deliver this Agreement
- (c) Non-Conflict or Breach. The execution, delivery, and performance of this Agreement by the City, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the City is a party or by which the City is now bound.
- (d) Pending Lawsuits. There are no actions at law or similar proceedings either pending or to the best of the City's knowledge being threatened against the City that would materially or adversely affect:
 - (i) The ability of Developer to proceed with the construction of the Development.
 - (ii) The ability of the City to perform its obligations under this Agreement.

ARTICLE 5: ENFORCEMENT AND REMEDIES

5.1 Enforcement: Remedies. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance, subject to the cure provisions provided in 5.2 hereof. Notwithstanding the foregoing, Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

5.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 5, 30 days after notice of any breach delivered in accordance with Section 8.10 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 5.4 and 5.7; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 5.2, then, except as specifically provided otherwise in the following sections of this Article 5 and in addition to any and all other remedies that may be available either in law or equity, the party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment

shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

5.3 Events of Default by Developer. Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by Developer in this Agreement, or in any certificate; notice, demand to the City; or request made by the City in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.
- (c) Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal bankruptcy, insolvency, or the consent by Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of Developer or of any substantial part of Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

5.4 Remedies for Default By Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by Developer, the City, pursuant to Section 5.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of Developer of its obligations under this Agreement. Subject to the cure provisions in paragraph 5.2 of this Agreement.

- (b) In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then, and in every such case, Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City shall continue as though no such proceedings had been taken. Subject to the cure provisions in paragraph 5.2 of this Agreement.

5.5 Indemnification by Developer: Agreement to Pay Attorneys' Fees and Expenses. Developer agrees to indemnify the City, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Subject Properties; or (ii) Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the City or any of the aforesaid parties in connection with or as a result of: (i) the performance of the City's representations, warranties and covenants under Article 6 of this Agreement; (ii) the City's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the City or any of the aforesaid parties. If Developer shall commit an event of default and the City should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Developer herein contained, Developer, on the City's demand, shall pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City, in the event the City is determined to be the prevailing party.

5.6 Events of Default by City. Any of the following events or circumstances shall be an event of default by the City with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the City to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after Developer's written notice of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from Developer of each failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the City contained herein is not true and correct in any material respect for a period of 30 days after written notice to the City by Developer. If such default is incapable of being cured within 30 days, but the City begins reasonable efforts to cure within 30 days, then such default shall not be considered an event of default hereunder for so long as the City continues to diligently pursue its cure.

5.7 Remedies for Default by City. Subject to the provisions of this Agreement, in the case of an event of default by the City, Developer, pursuant to Section 5.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the City's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives in any amount in excess of the 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 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 Agreement by the City. In the event any action is maintained by the City against Developer, and the City is found to be the non-prevailing party, the City shall reimburse Developer for any costs and reasonable Attorney's fees incurred in enforcing claim under this Agreement as the prevailing party.

ARTICLE 6: GENERAL PROVISIONS

6.1 Maintain Improvements in Good and Clean Condition: Developer shall maintain the Subject Property in reasonably good and clean condition at all times during the development by Developer of the Subject Property, which shall include promptly removing all mud, dirt, and debris that is deposited on any street, sidewalk, or other public property in or adjacent to the Subject Properties by Developer or any agent of or contractor hired by, or on behalf of Developer and repair any damage to any public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

6.2 Liability and Indemnity of City.

- (a) No liability for City Review. Developer acknowledges and agrees that (i) the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Properties or the improvements and (ii) the City's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) Hold Harmless and Indemnification. Developer shall hold harmless the City, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may asserted at any time against any of such parties in connection with (i) the City's review and approval of any plans or improvements or (ii) the City's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the City as a result of a City event of default under this Agreement, claims that are made against the City that relate to one or more of the City's representations, warranties, or covenants under Article 4 and claims that the City,

either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

- (c) Defense Expenses. Developer shall pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims identified in the first sentence of Subsection (b) above.

The City agrees that upon a successor becoming bound to the obligations created herein in the manner provided herein and providing the financial assurances required herein, the liability of Developer shall be released to the extent of the transferee's assumption of such liability.

6.6 No Implied Waiver of City Rights. The City shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the City, no failure to exercise at any time any right granted herein to the City shall be construed as a waiver of that or any other right.

6.7 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement 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 Gods, 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.

ARTICLE 7. TERM

Term. This Agreement shall be in full force and effect upon its execution by the parties and terminate upon the first to occur: (i) the payment to the Developer the lessor of twenty-five percent (25%) of the total cost of the Project; or, \$398,912; or, (ii) December 31, 2030.

ARTICLE 8. NOTICES

8.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth

below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

With a copy to:

The Williams Group, LLC
1905 Marketview Drive
Suite 255
Yorkville, Illinois 60560
Attn: Edward L. Williams

Notices and communications to the City shall be addressed to and delivered at these addresses:

With a copy to:

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Attn: City Administrator

Kathleen Field Orr
Kathleen Field Orr & Associates
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 9. IN GENERAL

9.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the City and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

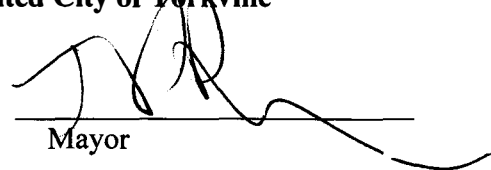
9.2 No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or Developer.

9.3 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

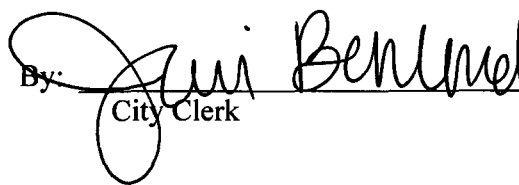
9.4 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

United City of Yorkville

By: 
Mayor

Attest:

By: 
City Clerk

Date: February 10, 2022

The Williams Group, LLC


By: 
Its Manager

Exhibit A
Legal Description

COMMON ADDRESS	PERMANENT INDEX NUMBER (PIN)
101 South Bridge Street	02-32-279-006
109 South Bridge Street	02-32-279-009
111 South Bridge Street	02-32-279-008
111 West Hydraulic Avenue	02-32-279-005 and 02-32-279-004
119 West Hydraulic Avenue	02-32-279-003 and 02-32-279-001
201 West Hydraulic Avenue	02-32-278-008

Exhibit B
Easements

Exhibit C
Estimated Project Costs

Property Name: "Investor Tools" Building		
101 S Bridge St		
Acquisition Costs	\$	1,200,000
General Renovation Costs	\$	205,808
Sprinkler/Fire Alarm System Costs	\$	129,000
Architectural/Engineering Costs	\$	9,200
Signage Costs	\$	1,000
Outdoor Lighting Costs	\$	1,500
Landscaping Costs	\$	3,000
Permits	\$	22,237
Legal Costs	\$	5,000
Interest Costs	\$	29,841
Total	\$	1,606,586.00

UNITED CITY OF YORKVILLE, ILLINOIS

DOWNTOWN TAX INCREMENTAL
FINANCING DISTRICT

FINANCIAL AND COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2022

INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

October 20, 2022

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 Downtown Tax Incremental Financing District of the United City of Yorkville, Illinois as of and for the year ended April 30, 2022, which collectively comprise the Downtown Tax Incremental Financing District 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 Downtown Tax Incremental Financing District 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 Downtown Incremental Financing District of the United City of Yorkville, Illinois as of April 30, 2022, 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 20, 2022 on our consideration of the Downtown Tax Incremental Financing District's compliance with laws, regulations, contracts and grants.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

FINANCIAL STATEMENTS

UNITED CITY OF YORKVILLE, ILLINOIS
DOWNTOWN TAX INCREMENTAL FINANCING DISTRICT

Balance Sheet
April 30, 2022

	<u>Downtown TIF</u>
ASSETS	
Cash and Investments	<u>\$ -</u>
LIABILITIES	
Liabilities	
Due to Other Funds	1,639,928
FUND BALANCE	
Unassigned	<u>(1,639,928)</u>
Total Liabilities and Fund Balance	<u>-</u>

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

UNITED CITY OF YORKVILLE, ILLINOIS
DOWNTOWN TAX INCREMENTAL FINANCING DISTRICT

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended April 30, 2022

	Downtown TIF
Revenues	
Taxes	
Property Taxes	\$ 96,795
Expenditures	
General Government	
Administration Fees	35,020
TIF Incentive Payout	36,562
Professional Services	2,641
Capital Outlay	
Route 47 Expansion	7,488
Debt Service	
Principal Retirement	200,000
Interest and Fiscal Charges	6,083
Total Expenditures	287,794
Net Change in Fund Balances	(190,999)
Fund Balances - Beginning	(1,448,929)
Fund Balances - Ending	(1,639,928)

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

**UNITED CITY OF YORKVILLE, ILLINOIS
DOWNTOWN TAX INCREMENTAL FINANCING DISTRICT**

**Notes to the Financial Statements
April 30, 2022**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The operations of Downtown Tax Incremental Financing District is 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**

Attachment L

October 20, 2022

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 Downtown Tax Incremental Financing District of the United City of Yorkville, Illinois, as of and for the year ended April 30, 2022, and have issued our report thereon dated October 20, 2022. 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

LAUTERBACH & AMEN, LLP