

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2019**

Name of Redevelopment Project Area (below):
Fisher TIF District II

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: Residential & Commercial

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 <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis 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 2019

Fisher TIF District II

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (112,469)

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	\$ 22,515	\$ 94,763	31%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 5	\$ 37	0%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ -	\$ -	0%
Transfers from Municipal Sources	\$ 214,482	\$ 214,482	69%
Private Sources	\$ -	\$ -	0%
Other (identify source ____; if multiple other sources, attach schedule)	\$ -	\$ -	0%

All Amount Deposited in Special Tax Allocation Fund \$ 237,002

Cumulative Total Revenues/Cash Receipts \$ 309,282 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 205,468

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 205,468

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 31,534

Previous Year Adjustment (Explain Below) \$ -

FUND BALANCE, END OF REPORTING PERIOD* \$ (80,935)

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

Previous Year Explanation:

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

FY 2019

TIF NAME:

Fisher TIF District II

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):	
Street address:	418 North First Street
Approximate size or description of property:	1 acre with 2 existing buildings
Purchase price:	178,968.00
Seller of property:	Michael Bateman & Lori Ann Bateman

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)

FY 2019

TIF Name: Fisher TIF District II

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

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

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

2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
--	---

2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	1
---	---

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)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 20,000	\$ -	\$ 20,000
Ratio of Private/Public Investment	0		0

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Mike Bateman

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 20,000		\$ 20,000
Ratio of Private/Public Investment	0		0

Project 2*:

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

Project 3*:

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

Project 4*:

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

Project 5*:

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

Project 6*:

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

ATTACHMENT "B"

Michael Bayler, *Mayor*

VILLAGE OF FISHER

100 East School Street

Christa Moore, *Clerk*

Incorporated May 1, 1895

Fisher, Illinois 61843

Jeremy Reale, *Administrator*

Build Your Future in Fisher

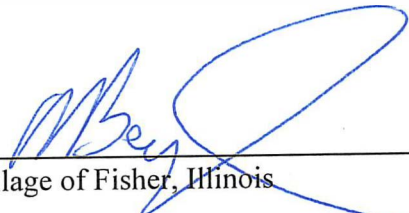
www.fisher.il.us



CERTIFICATION OF
CHIEF EXECUTIVE OFFICER

The undersigned, Michael Bayler, Mayor of the Village of Fisher, Illinois, hereby certifies that the Village of Fisher has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et. seq. during the Village's preceding Fiscal Year, May 1, 2018 through April 30, 2019.

Signed the 18 day of OCTOBER, 2019.



Village of Fisher, Illinois



October 14, 2019

Mayor Michael Bayler
Village of Fisher
110 East School Street
Fisher, Illinois 61843

RE: Village of Fisher
Tax Increment Financing District II
FY 2019

Dear Mayor Bayler and Village Board Members:

As Special Attorney for the Village of Fisher, Illinois, it is my opinion, based upon the information provided to our office that the Village has complied with the requirements for the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. This opinion is based upon the review of information prepared, in part, by others and provided to this office. To the best of our knowledge, such information is accurate but we have not independently verified all of such information. This opinion is prepared for and intended for the use of the Village Board, its officers and management, and for the Comptroller of the State of Illinois. It is not intended for and should not be used or relied upon by others.

Sincerely,


Herbert J. Klein

Thomas N. Jacob, *Of Counsel*
Nicolas P. Nelson

Herbert J. Klein

1701 Clearwater Ave. | Bloomington, IL 61704
ph 309-664-7777 | fax 309-664-7878

925 Shooting Park Rd., Suite A | Peru, IL 61354
ph 815-223-7550 | fax 815-223-7577

EXHIBIT F

**Village of Fisher TIF District II
Fiscal Year 2019
Analysis of Annual Expenditures**

	Year ended 4/30/2019	TOTAL EXPENDITURES
	Expenditure	2010 to 2019
I. Public Projects:		
Site Development & Assembly	\$ 178,968	\$ 267,116
Street/Sidewalk/Alley Improvements	\$ 0	\$ 0
Bridge Improvement	\$ 0	\$ 0
Sewage Treatment Plant Expansion	\$ 0	\$ 0
Storm Sewer Drainage Improvements	\$ 0	\$ 5,020
Owl Creek Maintenance	\$ 0	\$ 0
Planning/Engineering/Legal/Professional	\$ 0	\$ 50,952
General Project Costs	\$ 0	\$ 0
II. Private Projects:		
Residential Development I	\$ 0	\$ 0
Residential Development II	\$ 0	\$ 0
Residential Development III	\$ 0	\$ 0
Commercial Development Project I	\$ 0	\$ 0
a. Mike Bateman	\$ 20,000	\$ 20,000
Commercial Development Project II	\$ 0	\$ 0
Commercial Development Project III	\$ 0	\$ 0
TOTAL	\$ 198,968	\$ 343,088
III. Taxing District's Capital Costs:		
Other Taxing Districts	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0
IV. Administrative & Professional Services		
Administrative & Professional	\$ 6,500	\$ 47,129
TOTAL	\$ 6,500	\$ 47,129
TOTAL EXPENDITURES	\$ 205,468	\$ 390,217

VILLAGE OF FISHER, ILLINOIS

ORDINANCE NO. 18-15

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF FISHER

AND

MIKE BATEMAN

FISHER TAX INCREMENT FINANCING DISTRICT II

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF FISHER, ILLINOIS,
ON THE 9TH DAY OF AUGUST, 2018.**

VILLAGE OF FISHER, ILLINOIS: ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
 A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN:
 THE VILLAGE OF FISHER &
 MIKE BATEMAN
 FISHER TAX INCREMENT FINANCING DISTRICT II

The Village Board of Trustees has determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the Village of Fisher; therefore, be it ordained by the Village President and Board of Trustees of the Village of Fisher, Champaign County, Illinois as follows:

SECTION ONE: The TIF Redevelopment Agreement with Mike Bateman, Developer (*Exhibit A*) attached hereto is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said TIF Redevelopment Agreement and the Village Clerk of the Village of Fisher is hereby authorized and directed to attest such execution.

SECTION THREE: The TIF Redevelopment Agreement shall be effective the date of its approval on the 9th day of August, 2018.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the Village of Fisher this 9th day of August, 2018 and filed in the office of the Village Clerk of said Village on that date.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Debra Estes	X		
R. Brock Deer			X
Daniel Spaulding			X
Kevin Henderson			X
Roger Ponton			X
Angela Seidelman			X
Michael Bayler, President	X		
TOTAL VOTES:			

[The remainder of this page is intentionally blank]

APPROVED: MB, Date 8/9 / 2018
President, Village of Fisher

ATTEST: Christa Brown, Date: 8/9 / 2018
Village Clerk, Village of Fisher

**EXHIBIT A: TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF FISHER
& MIKE BATEMAN**

VILLAGE OF FISHER

FISHER TAX INCREMENT FINANCING DISTRICT II REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF FISHER, CHAMPAIGN COUNTY, ILLINOIS

and

MIKE BATEMAN

AUGUST 9, 2018

TIF REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF FISHER
and
MIKE BATEMAN
FISHER TIF DISTRICT II

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 9th day of August, 2018, by and between the Village of Fisher (the “Village”), an Illinois Municipal Corporation, Champaign County, Illinois, and Mike Bateman (the “Developer”).

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

WHEREAS, on September 10, 2009, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Fisher TIF District II (the “TIF District”); and

WHEREAS, one such property is located at 418 N. First Street, Fisher, Illinois (parcel number 10-02-31-100-001) and is within the TIF District Redevelopment Project Area (the “Property”); and

WHEREAS, the Developer owns said Property and has plans to demolish and remove the building, foundation, and all concrete located thereon in order to prepare the Property for future development (the “Project”), and is doing so based on the availability of TIF incentives offered by the Village; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the Village as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all

contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached *Exhibit "1"* of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the Project be provided by the Village from incremental increases in real estate taxes of the Village generated within the TIF District and the Village agreed to such incentives; and

WHEREAS, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the Village; and

WHEREAS, the Parties have agreed that the Village shall reimburse the Developer a one-time lump sum of **Twenty Thousand Dollars (\$20,000.00)** from the TIF District Special Tax Allocation Fund for reimbursement of a portion of the Developer's TIF Eligible Project Costs as described in *Exhibit "1"* attached hereto; and

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in *Exhibit "1"*; and

WHEREAS, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. Each of the Parties represents that it has taken all actions necessary to authorize its

representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the "Fisher TIF District II" which includes the Developer's Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit "1"* for the Developer's Project.

C. INCENTIVES

In consideration for the Developer completing the Project as set forth herein, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The Village shall reimburse the Developer a one-time lump sum of **Twenty Thousand Dollars and No Cents (\$20,000.00)** from the Village's TIF District Special Tax Allocation Fund, upon verification of the Developer's TIF Eligible Project Costs pursuant to *Section E* below and completion of the Project, whichever occurs last. The Project will be deemed complete when the building, foundation, and all concrete have been demolished and removed from the Property.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C* above exceed Twenty Thousand Dollars (\$20,000.00) as set forth herein.
2. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "2"*, "Requisition") submitted from time to time by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively the Administrator), and subject to the Administrator's approval of the costs and to the availability of funds in the TIF District Special Tax Allocation Fund.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1* and *2* above, the Developer must submit such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the Plan pursuant to the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the term of this Agreement or the term of the TIF District, whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the Village from the TIF District Special Tax Allocation Fund to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the Village as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

K. TIME; FORCE MAJEURE

For this Agreement, time is of the essence; provided however, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village 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, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the Village.

L. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

M. WAIVER

Any party to this Agreement 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 of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

N. SEVERABILITY

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

O. NOTICES

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

TO VILLAGE:

Village Clerk, Village of Fisher
100 E. School Street
Fisher, IL 61843
Telephone: (217) 897-1180
Fax: (217) 897-1623

TO DEVELOPER:

Mike Bateman
663 CR 3350 N
Fisher, IL 61843
Telephone: (217) 377-6644

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

P. SUCCESSORS IN INTEREST

Subject to the provisions of *Section L*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement 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.

R. INDEMNIFICATION OF VILLAGE

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

S. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

T. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

U. WARRANTY OF SIGNATORIES


The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

V. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Fisher, Illinois.

VILLAGE
Fisher, Illinois, a Municipal Corporation.

BY: 

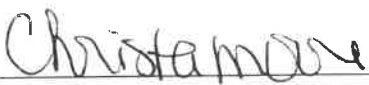
Village President, Village of Fisher

DEVELOPER
Mike Bateman



Mike Bateman

ATTEST:



Village Clerk, Village of Fisher

H:\FISHER\TIF II\Agreements\RD.A\Mike Bateman\Fisher TIF II_Mike Bateman_RD.A_11 June 2018.upd

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Mike Bateman

Fisher TIF District II in the Village of Fisher, Champaign County, Illinois

Project Description: The Developer plans to demolish and remove the building, foundation, and all concrete located on the Property.

Location: 418 N. First Street, Fisher, IL 61843

Parcel Numbers: 10-02-31-100-001

Estimated TIF Eligible Project Costs:

Demolition Costs	\$20,000
Total <i>Estimated</i> TIF Eligible Project Costs	\$20,000

*The Village's reimbursement of TIF Eligible Project Costs to the Developer shall not exceed \$20,000.00 as set forth in this Redevelopment Agreement.

EXHIBIT 2

**VILLAGE OF FISHER, ILLINOIS
FISHER TIF DISTRICT II**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
MIKE BATEMAN**

Date _____

Attention: Village TIF Administrator, Village of Fisher, Illinois

Re: TIF Redevelopment Agreement, dated August 9, 2018
by and between the Village of Fisher, Illinois, and Mike Bateman (the "Developer")

The Village of Fisher is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Mike Bateman
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in *Exhibit "1"* of the Redevelopment Agreement.

5. The undersigned certifies that:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is *Exhibit "1"* of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

VILLAGE OF FISHER, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

VILLAGE OF FISHER, ILLINOIS
 Statement of Revenues, Expenditures,
 and Changes in Fund Balances - Modified Cash Basis
 Governmental Funds
 For the Year Ended April 30, 2019

	General Fund	Police Fund	Motor Fuel Tax Fund	Tax Increment Financing District I Fund	Tax Increment Financing District II Fund	Tax Increment Financing District III Fund	Total
Revenues							
Local Receipts:							
Municipal Utility Tax	\$ 91,808	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,808
Property Tax	47,361	13,334	-	846,866	22,515	83,316	1,013,392
Road and Bridge Allocation	20,811	-	-	-	-	-	20,811
State Receipts:							
Income Tax	182,625	-	-	-	-	-	182,625
Sales Tax	69,258	-	-	-	-	-	69,258
Use Tax	55,616	-	-	-	-	-	55,616
Motor Fuel Tax	-	-	47,891	-	-	-	47,891
Video Gaming Tax	14,380	-	-	-	-	-	14,380
Other Taxes	2,948	-	-	-	-	-	2,948
Other Receipts:							
Investment Income (Loss)	204,975	7	25	97	5	17	205,126
Building Permits	1,705	-	-	-	-	-	1,705
Cablevision	8,128	-	-	-	-	-	8,128
Fines	-	3,581	-	-	-	-	3,581
Parks and Recreation	15,206	-	-	-	-	-	15,206
Franchise Fee	14,737	-	-	-	-	-	14,737
Grants	-	-	-	52,626	-	-	52,626
Miscellaneous	5,092	1,684	-	-	-	-	6,776
Total Revenues	734,650	18,606	47,916	899,589	22,520	83,333	1,806,614
Expenditures							
Current:							
General Government	168,390	-	-	-	-	-	168,390
Recreation	25,656	-	-	-	-	-	25,656
Public Safety	-	175,320	-	-	-	-	175,320
Redevelopment	-	-	-	211,812	205,468	64,761	482,041
Sanitation	3,701	-	-	-	-	-	3,701
Public Works/Transportation	257,598	-	61,816	-	-	-	319,414
Debt Service:							
Bond Repayment	-	-	-	395,000	-	-	395,000
Debt Certificate Repayment	-	-	-	55,014	-	-	55,014
Interest and Fees	-	-	-	217,190	-	-	217,190
Capital Outlay:	15,319	37,890	-	-	-	-	53,209
Total Expenditures	470,664	213,210	61,816	879,016	205,468	64,761	1,894,935
Excess (Deficit) of Revenues Over Expenditures	263,986	(194,604)	(13,900)	20,573	(182,948)	18,572	(88,321)
Other Financing Sources (Uses)							
Transfers In	56,675	165,000	-	-	214,482	44,787	480,944
Transfers Out	(239,008)	-	-	(259,269)	-	-	(498,277)
Total Other Financing Sources (Uses)	(182,333)	165,000	-	(259,269)	214,482	44,787	(17,333)
Net Change in Fund Balances	81,653	(29,604)	(13,900)	(238,696)	31,534	63,359	(105,654)
Fund Balances, May 1, 2018	7,479,055	34,952	104,158	297,654	(112,469)	(223,566)	7,579,784
Fund Balance, April 30, 2019	\$ 7,560,708	\$ 5,348	\$ 90,258	\$ 58,958	\$ (80,935)	\$ (160,207)	\$ 7,474,130
Reconciliation to the Statement of Activities							
Net Change in Fund Balances							\$ (105,654)
Bond Repayment							395,000
Debt Certificate Repayment							55,014
Change in Net Position of Governmental Activities							\$ 344,360

See Accompanying Notes