FY 2021 ANNUAL TAX INCREMENT FINANCE REPORT



STATE OF ILLINOIS COMPTROLLER SUSANA A. MENDOZA

Name of Municipality	City of Geneva	Reporting F	iscal Year:	2021
County:	Kane	Fiscal Year End: 4 /30 /2		4 /30 /2021
Unit Code:	045/045/30	-		
	FY 2021 TIF Administ	trator Conta	ct Information	
First Name: Cathleen		Last Name:	Tymoszenko	
Address: 22 N. First	t Street	Title:	Economic Development	t Director
Telephone: 630-232-7	449	City:	Geneva	Zip:60134
E-mail- required Ctymosze	enko@geneva.il.us			
	0.			
Lattest to the best of m	y knowledge, that this FY 2021 repo	ort of the rede		2)
			Geneva	<i>''</i>
in the City/Village of:	ate pursuant to Tax Increment Alloca	ation Redevel		1-74 4-3 et seg 1 and or
	ry Law [65 ILCS 5/11-74.6-10 et. se			1-74.4-5 et. seq.] and of
	2			
DIN	0			
1 annoon-	Tumoreshu		11-15-21	
Written signature of T	TF Administrator	-	Date	
	-V			
Section 1 (65 ILCS 5/1	1-74.4-5 (d) (1.5) and 65 ILCS 5/11	-74.6-22 (d)	(1.5)*)	
	FILL OUT ONE F	OR <u>EACH</u> TI	F DISTICT	
Name of Red	evelopment Project Area		ate Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
East State Street			2/22/2000)

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

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

Name of Redevelopment Project Area (below):

East State Street

Primary Use of Redevelopment Project Area*:

* 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

Industrial Jobs Recovery Law

<u>x</u>

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)]	x	
If yes, please enclose the amendment (labeled Attachment A)		
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)]		х
Please enclose the CEO Certification (labeled Attachment B).		
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).		х
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)] and B)] If yes, please enclose the Activities Statement (labled Attachment D)		х
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)]		x
If yes, please enclose the Agreement(s) (labeled Attachment E)		
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)]	x	
If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G)		
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)]	x	
If yes, please enclose the Joint Review Board Report (labeled Attachment H).		
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)]	х	
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).		
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)]	х	
If attachment I is yes, then Analysis MUST be attached and (labeled Attachment J).		
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)		x
If yes, please enclose Audited financial statements of the special tax allocation fund		
(labeled Attachment K).		
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		х
noncompliance with the requirements of subsection (q) of Section 11-74.4-3(labeled Attachment L).		
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)]		х
If yes, please enclose the list only, not actual agreements (labeled Attachment M)		

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 2021

East State Street

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 1,405,474

SOURCE of Revenue/Cash Receipts:	Re	venue/Cash eceipts for ent Reporting Year	Re	Cumulative Totals of evenue/Cash ceipts for life of TIF	% of Total
Property Tax Increment	\$	249,693	\$	3,872,175	97%
State Sales Tax Increment					0%
Local Sales Tax Increment					0%
State Utility Tax Increment					0%
Local Utility Tax Increment					0%
Interest	\$	8,345	\$	104,180	3%
Land/Building Sale Proceeds					0%
Bond Proceeds					0%
Transfers from Municipal Sources					0%
Private Sources					0%
					0%

All Amount Deposited in Special Tax Allocation Fund	\$	258,038			
Cumulative Total Revenues/Cash Receipts			\$	3,976,355	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$	62,214			
Transfers to Municipal Sources Distribution of Surplus	\$	-			
Total Expenditures/Disbursements	\$	62,214]		
Net/Income/Cash Receipts Over/(Under) Cash Disbursements	\$	195,824]		
Previous Year Adjustment (Explain Below)	\$	-]		
FUND BALANCE, END OF REPORTING PERIOD* * If there is a positive fund balance at the end of the reporting period, you	\$ u mus	1,797,122 t complete S] ectio	n 3.3	

Previous Year Explanation:

Working with IDOT on road construction project.

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))

FT 2021

TIF NAME:

East State Street

-

-

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

(by category of permissible redevelopment project costs)

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		*
2. Annual administrative cost.		\$-
	62,214	
	02,211	
2. Cost of marketing sites		\$ 62,214
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.		
		•
6. Costs of the constructuion of public works or improvements.		\$-
		\$ -
		Ψ -

FY 2021

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

SECTION 3.2 A	
PAGE 3	
13. Relocation costs.	
	\$-
14. Payments in lieu of taxes.	Ť
····	
	\$ -
15. Costs of job training, retraining, advanced vocational or career education.	
	\$
 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	 \$ 62,214

FY 2021

TIF NAME:

Section 3.2 B

East State Street

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

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

Name	Service	Amount

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

FY 2021	Frank	
TIF NAME: FUND BALANCE BY SOURCE	East	State Street 1,797,122
FUND BALANCE BT SOURCE		φ 1,797,122
	Amount of Original	
	Issuance	Amount Designated
1. Description of Debt Obligations	1	
Tatal America Databased for Obligations	¢	ŕ
Total Amount Designated for Obligations	\$-	\$-
2. Description of Project Costs to be Paid		
Local Share of Illinois Department of Transportation		\$ 1,307,792
East State Street (IL 38) Roadway and Streetscape		· , · · · , ·
Improvements		
Prairiesburg Holding LLC RDA		\$ 551,402
		^
Twenty Four West First Street, LLC		\$ 98,000
Piganataa		
Riganatos		\$ 23,300
		φ 20,000
Total Amount Designated for Designt Costs		¢ 1.090.404
Total Amount Designated for Project Costs		\$ 1,980,494

TOTAL AMOUNT DESIGNATED

\$ 1,980,494

(183,372)

\$

SURPLUS/(DEFICIT)

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

FY 2021

TIF NAME:

East State Street

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

х

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

Property Acquired by the Municipality Within the Redevelopment Project Area.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
	1 7
Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
December (4)	1
Property (4): Street address:	
Approximate size or description of property:	
Purchase price: Seller of property:	
Seller of property.	
Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
	l I
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:	<u> </u>
	1
Property (8):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

FY 2021

TIF Name:

East State Street

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

Select <u>ONE</u> of the following by indicating an 'X':

1. <u>NO</u> 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.)	х
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	11

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:						
			Estimated Investment			
			for Subsequent Fiscal	al Total Estimated t		
TOTAL:		11/1/99 to Date	Year	Complete	Project	
Private Investment Undertaken (See Instructions)	\$	11,113,769	\$	\$	-	
Public Investment Undertaken	\$	2,407,037	\$-	\$	-	
Ratio of Private/Public Investment		4 50/81			0	

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: CVS Pharmacy

Private Investment Undertaken (See Instructions)	\$ 3,550,000	
Public Investment Undertaken	\$ 124,849	
Ratio of Private/Public Investment	28 43/99	0

Project 2*: Valley Animal Hospital

Private Investment Undertaken (See Instructions)	\$ 640,000	
Public Investment Undertaken	\$ 72,000	
Ratio of Private/Public Investment	8 8/9	0

Project 3*: Munchie Ps

Private Investment Undertaken (See Instructions)	\$ 660,000	
Public Investment Undertaken	\$ 29,967	
Ratio of Private/Public Investment	22 1/41	0

Project 4*: Dairy Queen

Private Investment Undertaken (See Instructions)	\$ 300,000	
Public Investment Undertaken	\$ 40,000	
Ratio of Private/Public Investment	7 1/2	0

Project 5*: Don's Gas for Less

Private Investment Undertaken (See Instructions)	\$ 50,000	
Public Investment Undertaken	\$ 468,404	
Ratio of Private/Public Investment	8/75	0

Project 6*: Soukup Hardware

Private Investment Undertaken (See Instructions)	\$ 2,500	
Public Investment Undertaken	\$ 3,285	
Ratio of Private/Public Investment	35/46	0

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

Project 7*: ALDI

Private Investment Undertaken (See Instructions)	\$ 2,600,000	
Public Investment Undertaken	\$ 450,000	
Ratio of Private/Public Investment	5 7/9	0

Project 8*: Engineering East State

Private Investment Undertaken (See Instructions)	\$-	
Public Investment Undertaken	\$ 545,830	
Ratio of Private/Public Investment	0	0

Project 9*: Country Village Meats

Private Investment Undertaken (See Instructions)	\$ 2,077,099	
Public Investment Undertaken	\$ 551,402	
Ratio of Private/Public Investment	3 23/30	0

Project 10*: Geneva Pharmacy

Private Investment Undertaken (See Instructions)	\$ 516,520	
Public Investment Undertaken	\$ 98,000	
Ratio of Private/Public Investment	5 23/85	0

Project 11*: Riganato

Private Investment Undertaken (See Instructions)	\$ 717,650	
Public Investment Undertaken	\$ 23,300	
Ratio of Private/Public Investment	30 4/5	0

Project 12*:

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

Project 13*:

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

Project 14*:

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

Project 15*:

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

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. *even though optional MUST be included as part of the complete TIF report SECTION 6

FY 2021

TIF NAME: East State Street

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

project area was		Reporting Fiscal Year
designated	Base EAV	EAV
2000	2,957,088	5,852,897

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

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

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

SECTION 7

Provide information about job creation and retention:

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

SECTION 8

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

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

Attachment B

Kevin R. Burns Mayor



City of Geneva Office of the Mayor 22 South First Street Geneva, IL 60134 ph: 630-232-7494 fx: 630-232-1494 mayorburns@geneva.il.us

November 4, 2021

Office of the Illinois Comptroller Local Government Division Suite 15-500 100 W. Randolph St. Chicago, IL 60601

To Whom It May Concern:

For the fiscal year ended April 30, 2021, the City of Geneva has complied with all requirements of the Tax Increment Allocation Redevelopment Act for the City's East State Street Tax Increment Financing District.

If there are any questions, please contact Economic Development Director Cathleen Tymoszenko at 630-232-7449.

Sincerely, Kevin R. Burns Mayor

Attachment C



November 6, 2021

Office of the Illinois Comptroller Local Government Division Suite 15-500 100 W. Randolph Street Chicago, IL 60601

RE: Opinion Regarding Compliance with Public Act 84-1417 (Tax Increment Allocation Redevelopment Act [the "Act], 65 ILCS 5/11-74.4-8a (2017)

Ladies and Gentlemen:

Please be advised that I am the City Attorney for the City of Geneva, Kane County, Illinois, and I have examined the following Documents relative to the City's East Side Tax Increment Financing District under the Act:

- 1. Ordinance No. 2000-12, No. 2000-13 and No. 2000-14 approved by the corporate authorities of the City adopting the Redevelopment Plan, designating a portion the East Side Business District of the City as a Redevelopment Project Area, and adopting tax increment allocation financing for the redevelopment area.
- 2. A Certification by Kevin R. Burns, Mayor of the City, dated November 4, 2021.

I have reviewed the forgoing items, and it is my opinion that the City of Geneva, as of April 30, 2021, is in compliance with the Act.

Yours Very Truly,

CHARLES RADOVACH

Charles A. Radovich City Attorney – City of Geneva

Attachment D

Activities Statement

City of Geneva East State Street TIF Reporting FY 2021

The East State Street TIF was established in 2000 to help spur private development and investment through infrastructure investment and working with landowners and investors to achieve the highest and best use of property.

In 2001, the City began working with the Illinois Department of Transportation to address roadway and streetscape challenges. The City programmed \$1.7 million in local funds to compete Phase 1 and Phase II engineering to position the project for potential funding via partners. The strategy was successful; the project has received over \$16M in federal and state funds. Local funds have been committed and programmed toward the required match for these funding sources. IDOT and the City of Geneva are working on land acquisition necessary for road widening and utility relocations. It is anticipated that project letting will occur in fall of 2022 with construction beginning in spring 2023.

The project area contains a mix of outdated and obsolete platted lots and incompatible land uses. The City continues to work with property owners, brokers, and business owners to encourage investment and bring forward new opportunities for business growth and expansion in the project area. Redevelopment projects were initiated and approved during this reporting period.. Project will rectify occurrences of obsolete platting, will improve vehicular circulation, will improve compatibility of land uses and will reverse trends of declining EAV and disinvestment while introducing new essential service retailers to the market area.

CITY OF GENEVA TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT EAST SIDE REDEVELOPMENT DISTRICT: COUNTRY VILLAGE MEATS

This **REDEVELOPMENT AGREEMENT** (the "Redevelopment Agreement") is entered into this 215^{t} day of December, 2020 by and between the CITY OF GENEVA, Kane County, Illinois, an Illinois municipal corporation, by and through its Mayor and City Council (hereinafter referred to as the "CITY", or "Corporate Authorities"); and Prairiesburg Holdings LLC, Series II, an Illinois limited liability company who will be doing business as Country Village Meats and for the purposes of this Agreement shall be referred as same ("Country Village Meats") having an address at 330 Megan Ann Court, Geneva, IL 60134. The City and the Country Village Meats are collectively referred to as the "Parties".

RECITALS/INTRODUCTORY STATEMENTS/FINDINGS:

Among the factors of consideration, which the parties find have resulted in this Agreement, are the following:

A. The City has undertaken a program for the redevelopment of certain property, hereinafter described, pursuant to Illinois Compiled Statues, 65 ILCS 5/11-74 et seq., and commonly known as the Tax Increment Allocation Redevelopment Act (the "Act").

B. In the year 2000, the City adopted the East State Street Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan") and designated the Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act to implement a comprehensive program to ensure that private investment in rehabilitation and new development occurs and to direct the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort within the Redevelopment Project Area (the "RDA"). Further, the Redevelopment Plan aims to encourage managed growth, deter future deterioration, encourage preservation, and stimulate private investment in the RDA. This goal is to be achieved through an

integrated and comprehensive strategy that leverages public resources to simulate private growth.

C. Country Village Meats is the contract purchaser of certain real property (the "Subject Property") consisting of 22,696 square feet of land which is currently improved with a 14,000 square foot commercial building commonly known as 715 East State Street (IL Route 38 west of East Side Drive) wholly within the corporate boundaries of the CITY and legally described in Exhibit A. The "Redevelopment Project," will consist of interior and exterior improvements to the Subject Property into a modern-designed artesian butchery by retrofitting the existing first floor commercial area and warehouse portions of the building. Country Village Meats portion of the Subject Property will occupy approximately 3,000 square feet at the south end of the building for customer retail shopping with approximately 1,000 square feet for product preparation, approximately 1,000 square feet for office and employee facilities and a back warehouse storage area to be used for refrigerated, frozen and dry storage along with a future smokehouse, sausage making and product packaging. In addition, the Redevelopment Project will include upgrading site and utilities by improving vehicular parking, landscaping and signage. The existing residential apartment units on the second floor will be upgraded with enhanced safety and improved habitability for residents. Country Village Meats, its successors and assigns covenants that it shall maintain, rent and operate these residential apartment units in compliance with the Inclusionary Housing requirement and the affordable housing rent guidelines under Chapter 16 of Title 11 of the City Code, as amended from time to time, for one hundred twenty (120) months after issuance of the final occupancy permit, provided that the affordable housing obligation shall terminate upon the occurrence of the following events: (i) upon destruction of the building subsequent to January 1, 2028 requiring reconstruction equivalent to more than fifty percent (50%) of the value of the building, or (ii) changes in the zoning initiated by the City. It is anticipated that this new project will generate new jobs in the area.

D. Country Village Meats shall commit \$2,077,099.00 for real property acquisition and site and building improvements as detailed in **Exhibit B.** These improvements are expected to be completed by December 21, 2021. Country Village Meats seeks economic assistance from the CITY in order to complete the aforesaid improvements and has demonstrated by providing proprietary and confidential financial disclosures that without the economic assistance from the CITY the Redevelopment Project, as contemplated, would not be economically viable to it.

E. The CITY finds that it is in the CITY's best interest to have the Subject Property developed and operated in accordance with the Redevelopment Project in order to service the needs of the CITY and its residents; that the Redevelopment Project will increase employment opportunities in the City, serve to enhance the commercial economic conditions in the City, stimulate commercial growth, improve safety and livability of affordable housing units and enhance the tax base of the City.

F. Accordingly the CITY commits to certain defined incentives under the terms and conditions hereinafter set forth to induce and assist in the Redevelopment Project.

NOW, THEREFORE, in consideration of the foregoing Introductory Statements and Findings, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. RECITALS PART OF AGREEMENT

Incorporation of Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

II. AUTHORITY

Authority for the parties to enter into this Agreement is hereinafter set forth:

A. The CITY adopted the East State Street Tax Increment Financing Redevelopment Project and Plan under Ordinance Nos. 2000-12 and 2000-13 on February 22, 2000 and authorized the establishment of tax increment financing district on February 22, 2000, under Ordinance No. 2000-14 pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"),

B. Under the Act, the City is authorized to pay redevelopment project costs as defined in the

Act and as set forth in the Plan and Redevelopment Project within the Area pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act.

C. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Treasurer of the City of Geneva, who shall deposit said taxes into a special fund, hereby created, and designated the "Geneva East State Street Redevelopment Project Area Special Tax Allocation Fund" of the City. Such taxes shall be used for paying redevelopment project costs incurred and obligations incurred in the payment thereof.

D. The City hereby represents and warrants to Country Village Meats that the City has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the covenants have been or will be duly and validly authorized and approved by any necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. Concurrently, Prairiesburg Holdings LLC, Series II hereby represents and warrants that it is a duly organized, validly existing limited liability company under the laws of the State of Illinois and that it has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of Country Village Meats, enforceable in accordance with its terms and provisions.

E. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice, or consent of the City or Country Village Meats is required, or the City or Country Village Meats is required to agree or to take some action at the request of the other, such request, demand, approval, notice, consent, or agreement shall be given for the City, unless otherwise provided herein, by the Mayor or designee and for Country Village Meats by any officer of Country Village Meats so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice, consent, or agreement.

Execution Copy

III. REQUIRED APPROVALS

A. Country Village Meats Site and Building Plans Approval. Country Village Meats shall submit to the City a complete permit application with all required documentation, including engineering, building, and other required plans (the "Plans") for the Redevelopment Project to be constructed by Sequoia General Contractors of Aurora, IL. The City shall review this application in accordance with all applicable ordinances, codes, and regulations and, within twenty (20) days after receipt of the Plans, shall either approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

B. Construction Approval. Prior to commencing any work on the Redevelopment Project, Country Village Meats shall obtain or cause its contractors, to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with City ordinances and codes. Country Village Meats shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state, and local laws, ordinances, and regulations. Country Village Meats shall not cause or permit any deviation from City-approved engineering and construction plans and specifications without the City's prior consent.

C. Indemnification. Country Village Meats covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities, and losses resulting from the construction and development activities of Country Village Meats and its agents, contractors, and subcontractors with respect to the Redevelopment Project and to indemnify and hold and save the City and its officers (past, present and future), agents, employees, engineers, and attorneys (the "Indemnitees") harmless of, from, and against such claims, damages, demands, expenses, liabilities, and losses, except to the extent such claims, damages, demands, expenses, liabilities, and losses, except to the extent such claims, damages, demands, expenses, liabilities, and losses arise by reason of the negligence or willful misconduct of the City or other Indemnitees. Country Village Meats shall provide satisfactory proof of insurance covering such indemnity of the City, provided that at such times as the net worth of the Country Village Meats (determined in accordance with generally accepted accounting principles and approved by the City) exceeds \$5,000,000, no such insurance shall be required.

IV. DEVELOPMENT INCENTIVE REIMBURSEMENT

The CITY acknowledges that the Redevelopment Project proposed by Country Village Meats is desirable to the CITY and to the East State Street Tax Increment Financing District and Redevelopment Project Area (hereinafter sometimes the "Area") since the development, as proposed, shall provide economic revenue to the CITY and other taxing bodies and create employment opportunities. The CITY further acknowledges that Country Village Meats would not proceed with the Redevelopment Project unless the City provides incentives to it pursuant to the authority cited above. As such, the incentives to be granted to Country Village Meats shall be applied as hereinafter set forth:

A. Property Acquisition Grant: Subject to the conditions precedent set forth below, the CITY shall contribute, as a grant award, certain surplus, vacant real property known as excess Dodson Street Water Tower land (the "City land"). This surplus land was previously leased by the City to Soukup Appliance store for onsite vehicular parking, is depicted, and legally described Group **Exhibit C**, which is attached hereto. The transfer of City land will occur after the City Council (i) declares the City land surplus pursuant to Section 11-76-4.1 of the <u>Illinois Municipal Code</u> [65 <u>ILCS</u> 11-76-4.1 (2019)]; (ii) authorizes the transfer pursuant to the Act (65 ILCS 5/11-74.4-4) and (iii) after Country Village Meats consummates the acquisition of the Subject Property. The transfer shall be made on or before April 1, 2021. The transfer of the City land since the most recent survey was prepared, subject to a restrictive covenant, with a possibility of reverter (as described below), that the City land shall be used primarily for required vehicular parking. The City will cooperate to provide such other documentation consistent with the terms of the Agreement to allow Country Village Meats to obtain a title insurance policy on the City land.

Possibility of Reverter. The City land shall revert to CITY, its permitted successors, assigns or designees, twelve (12) months from the date of transfer (the 'Reversion Date') unless at any time prior to the Reversion Date, the Country Village Meats has been issued all required certificates of occupancy from the City of Geneva or any other applicable governmental authority for the retail meat market pursuant to Plans approved by the City of Geneva. If prior to the Reversion Date Country Village

Meats has obtained such certificates of occupancy, as solely determined by the corporate authorities of the Seller, then the Possibility of Reverter shall automatically and irrevocably terminate and be of no further force or effect, and title to the City land shall be held by Country Village Meats, free and clear of the Possibility of Reverter. However, if the City land reverts to the City, its successors, assigns or designees then Country Village Meat's conveyance to the City shall be free and clear of all mortgages, liens or other encumbrances. The deed conveying the property states in pertinent part: "The Property is subject to a possibility of Geneva Tax Increment Financing Redevelopment Agreement/East Side Redevelopment District: Country Village Meats dated _______, 2020 between Grantor and Grantee ("Agreement"); such possibility of reverter to be hereinafter referred to in this Deed as the 'Possibility of Reverter, which such terms and conditions are hereby incorporated into and made a part of this Deed by this reference."

B. Property Improvement Grant: The CITY shall provide a defined sum grant award not to exceed \$551,402.00 (the "Maximum Reimbursement Amount"), to assist with certain Eligible Reimbursement Costs as enumerated at **Exhibit B**. Such categories of Eligible Reimbursement Costs shall include Utility Upgrades, Life Safety and Habitability, and Exterior Renovations to the Subject. This grant shall be issued upon satisfactory proof of payment of the Eligible Reimbursement Cost by Country Village Meats, as delineated in Paragraph V below. The CITY agrees to reimburse Country Village Meats for all of its Eligible Reimbursement Costs up to the Maximum Reimbursement Amount in keeping with the provisions of this Agreement.

B. Sources of Funds to Pay Reimbursable Improvement Costs: Any funds committed by the CITY herein are to be derived from property tax increment generated by the Redevelopment Project Area. Such reimbursement shall, however, be paid only from funds paid into the Special Tax Allocation Fund pursuant to the Act and from no other source. THE CITY SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS OTHER THAN FROM THE FUND, AND THE REIMBURSEMENT SHALL NOT BE DEEMED A GENERAL OBLIGATION OF THE MUNICIPALITY.

V. REIMBURSEMENT PROCEDURES

A. Property Tax Increment: Country Village Meats shall be responsible for payment of real property taxes in a timely manner and shall not object to the assessment as determined by the Kane County Assessor, during the term of TIF District.

B. Reimbursement of Eligible Costs: For those eligible costs that are construction costs, the Country Village Meats shall be reimbursed from time to time as funds become available, and in the manner set forth above, after submitting the following documentation to the City in accordance with requirements below:

(1) a sworn statement from Country Village Meats setting forth a description of all contracts entered into by the Country Village Meats in connection with the construction of the Redevelopment Project, the nature and scope of the work covered thereby, and the aggregate amounts paid to each contractor thereunder and further stating that such contracts embrace all of the work done or to be done and all of the material used or to be used in the completion of the Redevelopment Project;

(2) a sworn statement from Country Village Meats setting forth all amounts paid to contractors or subcontractors and that Country Village Meats has approved all work and materials for which payment has been made; and

(3) lien waivers from each of the parties who received payment under the aforestated sworn statements that are the subject of the Redevelopment Project.

(4) A certificate of substantial completion from the City's Fire Marshall, Building Commissioner or City Engineer for the Reimbursable Expenses relating to those elements of the Plans pertaining to utility (water, sewer and electric improvements) and life/safety upgrades (installation of fire barriers and fire alarms and the removal of asbestos) and habitability and exterior

building appearance/environmental upgrades completed and/or the issuance of an unconditional certificate of occupancy from the Building Commissioner of the City for all private and public improvements substantially completed pursuant to the Plans.

Subject to the following limitations, the City shall make payments from the Fund in the manner as indicated upon compliance with conditions (1), (2), (3) and (4). Country Village Meats may apply for a certificate of substantial completion to be issued for completion of utility, exterior building and life/safety upgrades referenced in Exhibit B, and an amount up to \$275,000 of the Maximum Reimbursable Amount will be disbursed for any such components that are substantially completed. Final disbursement will be made after all improvements are completed and a certificate of occupancy has been issued.

C. City's Right To Inspect Books and Records. Country Village Meats agrees that, up to two years after completion and approval of the Redevelopment Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Country Village Meats' books and records relating to the Redevelopment Project funded by the City hereunder (including the following, if any: all loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts, and invoices) in order to confirm that reimbursement is being made for Redevelopment Project Costs or other purposes permitted under the Act.

VI. ADDITIONAL COVENANTS

A. Time: Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

B. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the CITY and Country Village Meats their respective successors and assigns. Country Village Meats may freely assign its duties, obligations and benefits to any entity by transfer, conveyance or sale, and CITY shall direct such reimbursement payments in accordance with any assignment notice to be provided to CITY within thirty (30) days of such assignment.

C. Law Governing: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the CITY does not have the power to perform any such provision, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions continued herein.

E. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the completion of the Redevelopment Project and the reimbursement of all costs due to the Country Village Meats of eligible Redevelopment Project Costs, provided that the City shall not be required to make any payments hereunder after June 1, 2022. Notwithstanding the foregoing to the contrary, the covenants agreed to by Country Village Meats contained in Paragraph C of RECITALS/INTRODUCTORY STATEMENTS/FINDINGS herein shall survive the term of this Agreement and shall constitute and ongoing condition and obligation of Country Village Meats, is successors and assigns.

F. Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

G. Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

H. Notices: All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To DEVELOPER:

Prairiesburg Holdings LLC, Series II 330 Megan Ann Court Geneva, IL 60134

With copies to:	Kevin G. Drendel	
	Drendel & Jansons Law Group	
	111 Flinn Street	
	Batavia, IL 60510	
To the CITY:	City Administrator	
	22 South First Street	
	Geneva, IL 60134	

With copies to:

City Attorney 22 South First Street Geneva, Illinois 60134

I. <u>Authority to Execute</u>: The signatories of the parties hereto warrant that they have been lawfully authorized by the City Council of the CITY and the (Board of Directors) (President) of the Country Village Meats to execute this Agreement on their behalf.

J. <u>Assignment:</u> Prior to the substantial completion of the construction of the Redevelopment Project, as evidenced by the delivery and approval of the occupancy certificate, the Country Village Meats agrees that it shall not sell, assign, or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Country Village Meats. After substantial completion of the Redevelopment Project, the Country Village Meats shall have the right to assign its rights and delegate its duties under this Agreement without the consent of the City, provided, however, that the City shall not be required to pay any sums or send any notices to the assignee until the City shall have received written notice of such assignment from the assignor and the assignee.

K. <u>Successors and Assigns: Recordation</u>: The agreements, undertakings, rights, benefits, and privileges set forth in this Agreement shall be binding on and inure to the benefit of the parties and their

respective successors, assigns, and legal representatives (including successor Corporate Authorities).

L. <u>Consent or Approval:</u> Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

M. <u>Interpretations:</u> This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the City of Geneva, Kane County, Illinois, by Resolution No. 2020- $\frac{96}{16}$, on the 215^{+} day of December, 2020.

CITY OF GENEVA

Prairiesburg Holdings LLC, Series II

An Illinois Municipal Corporation

Kevin R. Bur

Mayor

ATTEST:

BY: Aurie Whiles Darrow

Name: Laurie Winkler Darrow Manager

Roger Stodshesen, by Janne Fornan' City Clerk Deputy Clerk

EXHIBIT A

Legal Description

PARCEL ONE:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 2; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 249.4 FEET: THENCE SOUTH 85 DEGREES, 00 MINUTES, 0 SECONDS EAST 407.0 FEET TO THE CENTER LINE OF EAST SIDE DRIVE (FORMERLY DODSON ROAD); THENCE SOUTH 10 DEGREES, 12 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE 353.80 FEET; THENCE SOUTH 8 DEGREES, 01 MINUTES, 0 SECONDS EAST ALONG SAID CENTERLINE 659.22 FEET TO THE CENTER LINE EXTENDED EASTERLY OF DODSON STREET; THENCE SOUTH 83 DEGREES, 13 MINUTES, 16 SECONDS WEST ALONG SAID CENTER LINE EXTENDED AND SAID CENTER LINE 184.01 FEET; THENCE SOUTH 4 DEGREES, 49 MINUTES, 0 SECONDS WEST 526.43 FEET TO A POINT THAT IS 200.0 FEET NORTH 4 DEGREES, 49 MINUTES, 0 SECONDS EAST OF THE NORTHERLY LINE OF EAST STATE STREET FOR A POINT OF BEGINNING; THENCE SOUTH 70 DEGREES, 31 MINUTES, 25 SECONDS WEST PARALLEL WITH SAID NORTHERLY LINE 91.88 FEET TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT 1597924; THENCE NORTH 4 DEGREES, 49 MINUTES, 0 SECONDS EAST ALONG SAID EASTERLYLINE 53.0 FEET; THENCE SOUTH 85 DEGREES, 02 MINUTES, 48 SECONDS EAST 83.75 FEET TO A POINT THAT IS 15.0 FEET NORTH 4 DEGREES, 49.MINUTES, 0 SECONDS EAST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES-, 49 MINUTES, 0 SECONDS WEST 15.0 FEET TO THE POINT OF BEGINNING, IN THE CITY OFGENEVA, KANE COUNTY. ILLINOIS.

PARCEL TWO:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 2; THENCE NORTHERLY ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 249.4 FEET; THENCE SOUTH 85 DEGREES, 00 MINUTES, 0 SECONDS EAST 407.0 FEET TO THE CENTER LINE OF EAST SIDE DRIVE (FORMERLY DODSON ROAD); THENCE SOUTH 10 DEGREES, 12 MINUTES, 0 SECONDS EAST ALONG SAID CENTER LINE 353.80 FEET; THENCE SOUTH 8 DEGREES, 01 MINUTES. 0 SECONDS EAST ALONG SAID CENTERLINE 659.22 FEET TO THE CENTER LINE EXTENDED EASTERLY OF DODSON STREET; THENCE SOUTH 83 DEGREES, 13 MINUTES, 16 SECONDS WEST ALONG SAID CENTER LINE EXTENDED AND SAID CENTER LINE 184.01 FEET: THENCE SOUTH 4 DEGREES, 49 MINUTES, 0 SECONDS WEST 526.43 FEET TO A POINT THAT IS 200.0 FEET NORTH 4 DEGREES, 49 MINUTES, 0 SECONDS EAST OF THE NORTHERLY LINE OF EAST STATE STREET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 4 DEGREES. 49 MINUTES, 0 SECONDS WEST 236.21 FEET TO THE CENTER LINE OF EAST STATE STREET; THENCE SOUTH 70 DEGREES, 31 MINUTES, 25 SECONDS WEST ALONG SAID CENTER LINE OF EAST STATE STREET 91.88 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED BY DOCUMENT 1597924; THENCE NORTH 4 DEGREES, 49 MINUTES, 0 SECONDS EAST ALONG THE EASTERLY LINE OF SAID TRACT 236.21 FEET TO A LINE DRAWN SOUTH 70 DEGREES, 31 MINUTES, 25 SECONDS WEST PARALLEL WITH SAID CENTER LINE OF EAST STATE STREET FROM THE POINT OF BEGINNING; THENCE NORTH 70 DEGREES, 31 MINUTES, 25 SECONDS EAST ALONG SAID PARALLEL LINE 91.88 FEET TO THE POINT OF BEGINNING, IN THE CITY OF GENEVA, KANE COUNTY ILLINOIS.

EXHIBIT B

Project Budget

Property Acquisition	625,000
Equipment	320,261
Buildout	1,131,838
Total	2,077,099

Utility Upgrades	
Electric	
Water/Plumbing	
Gas (meter relocation)	194,657

Life Safety and Habitability	
Fire Barrier	
Fire Alarm	
Ashestos Removal	

New Stairs to Residential	
Windows	
Renovation to Residential Units 11	7,845

Exterior	Renovations
----------	-------------

Exterior Building
Appearance/Environmental Ungrades

Appearance/Linvironmental opgrades	
Façade	
Landscaping	238,900
,	238,900

TOTAL REIMBURSEABLE 551,402

Reimbursement will be provided in two payments. The first payment will include reimbursement for all costs itemized in the Utility Upgrades category and any costs included in the Life Safety and Habitability and/or the Exterior Renovations categories but shall not exceed \$275,000. The second and final payment will provide reimbursement for the remainder of the reimbursable costs but shall not exceed \$276,402. Applicable line items may increase or decrease within the \$551,402.

EXHIBIT C

Legal Description of Surplus Land

To be added upon completion

FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT between THE CITY OF GENEVA AND COUNTY VILLAGE MEATS (715 E. STATE)

THIS FIRST AMENDMENT TO THE TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT dated December 21, 2020 by and between the City of Geneva, Illinois and Prairiesburg Holdings LLC, Series II, an Illinois limited liability company doing business as Country Village Meats (the "Redevelopment Agreement ") is entered into this <u>7</u>⁺⁺ day of September 2021, by the CITY OF GENEVA, Kane County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "CITY"); and Prairiesburg Holdings LLC, Series II, an Illinois limited liability company doing business as "Country Village Meats" (hereinafter referred to as "OWNER").

RECITALS:

A. The Redevelopment Agreement provides OWNER with tax increment financing assistance to facilitate the completion of public and private utility infrastructure upgrades; and

B. OWNER has requested CITY modify reimbursement procedures for electric upgrades associated with the construction and renovations of the premises commonly known as 715 E. State Street, Geneva, Illinois (hereafter referred to as the "Project") and CITY has determined this request to be reasonable.

NOW, THEREFORE, THE CITY AND THE OWNER AGREE THAT THE

REDEVELOPMENT AGREEMENT IS MODIFIED AS FOLLOWS:

SECTION 1: That Section V (Reimbursement Procedures) of the Redevelopment Agreement is amended to read as follows:

"V. REIMBURSEMENT PROCEDURES

A. Property Tax Increment: Country Village Meats shall be responsible for payment of real property taxes in a timely manner and shall not object to the assessment as determined by the Kane County Assessor, during the term of TIF District.

B. Prior to the issuance of a building permit, OWNER is required to submit payment to CITY for electric upgrades. CITY has provided the owner with an estimate for such work as attached as Exhibit B. This work totals \$62,881.67. OWNER is required to submit a deposit in the form of cash or a Letter of Credit to facilitate the completion of these improvements.

C. OWNER and CITY agree that CITY will transfer funds to the electric fund from the special allocation fund in the amount of \$62,881.67 and this amount will be deducted from the total eligible reimbursable costs. If the actual electric improvement expenditure is less than the estimated amount, any remaining funds from the transfer will be returned to the special allocation fund to provide for reimbursement of other Project Costs as applicable.

D. Reimbursement of Eligible Costs: For those eligible costs that are construction costs, the Country Village Meats shall be reimbursed from time to time as funds become available, and in the manner set forth above, after submitting the following documentation to the City in accordance with requirements below:

(1) a sworn statement from Country Village Meats setting forth a description of all contracts entered into by the Country Village Meats in connection with the construction of the Redevelopment Project, the nature and scope of the work covered thereby, and the aggregate amounts paid to each contractor thereunder and further stating that such contracts embrace all of the work done or to be done and all of the material used or to be used in the completion of the Redevelopment Project;

(2) a sworn statement from Country Village Meats setting forth all amounts paid to contractors or subcontractors and that Country Village Meats has approved all work and materials for which payment has been made; and

(3) lien waivers from each of the parties who received payment under the aforestated sworn statements that are the subject of the Redevelopment Project.

(4) A certificate of substantial completion from the City's Fire Marshall, Building Commissioner or City Engineer for the Reimbursable Expenses relating to those elements of the Plans pertaining to utility (water, sewer and electric improvements) and life/safety upgrades (installation of fire barriers and fire alarms and the removal of asbestos) and habitability and exterior building appearance/environmental upgrades completed and/or

the issuance of an unconditional certificate of occupancy from the Building Commissioner of the City for all private and public improvements substantially completed pursuant to the Plans.

Subject to the following limitations, the City shall make payments from the Fund in the manner as indicated upon compliance with conditions (1), (2), (3) and (4). Country Village Meats may apply for a certificate of substantial completion to be issued for completion of utility, exterior building and life/safety upgrades referenced in Exhibit B, and an amount up to 275,000 of the Maximum Reimbursable Amount will be disbursed for any such components that are substantially completed. Final disbursement will be made after all improvements are completed and a certificate of occupancy has been issued.

E. City's Right To Inspect Books and Records. Country Village Meats agrees that, up to two years after completion and approval of the Redevelopment Project, the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Country Village Meats' books and records relating to the Redevelopment Project funded by the City hereunder (including the following, if any: all loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts, and invoices) in order to confirm that reimbursement is being made for Redevelopment Project Costs or other purposes permitted under the Act.

F. The reimbursement procedures shall remain in place for all improvements except for the electric infrastructure as set forth in Section V B and V C above."

SECTION 2: The Redevelopment Agreement, except as modified in this First Amendment to the Redevelopment Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Redevelopment Agreement is entered into at Geneva, Illinois, as of the date and year shown above.

APPROVED BY the City of Geneva, Kane County, Illinois by Resolution No 2021- 1/26 on the $\underline{\mathcal{T}}^{h}$ day of September 2021.

CITY OF GENEVA

Mayor

Prairiesburg Holding LLC, Series II

An Illinois Municipal Corporation

BY: Kevin R. Bur

BY: Paul Durons Name: Paul Darrow

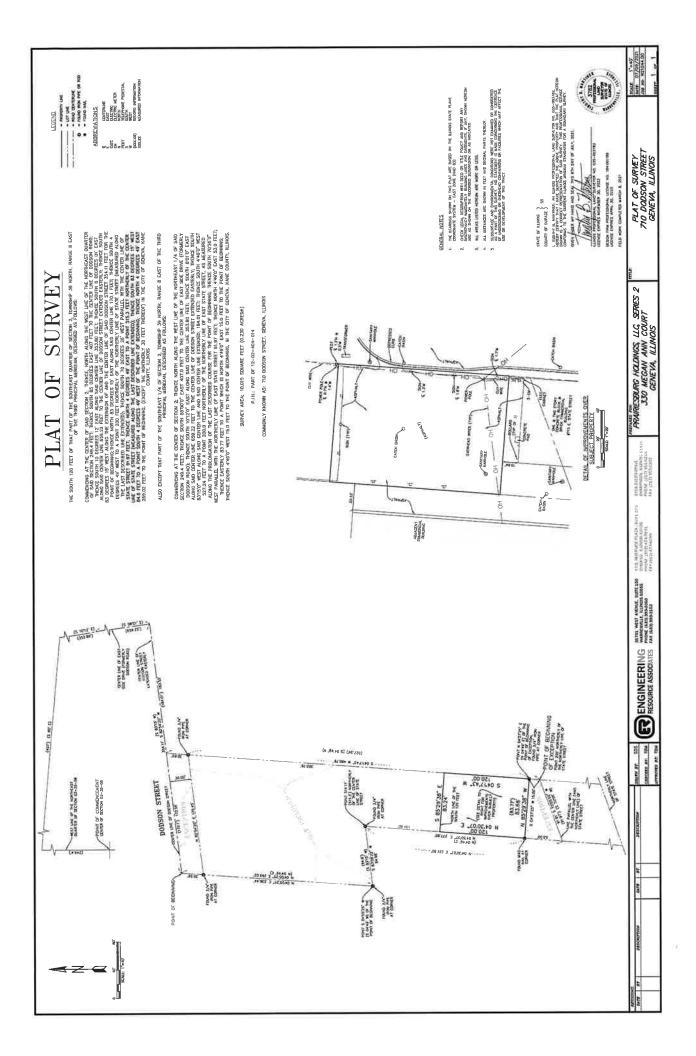
Manager

ATTEST: City Clerk

EXHIBIT "A"

EXHIBIT "A": LEGAL DESCRIPTION OF CITY OF GENEVA REAL PROPERTY

The southerly 120 feet of that part of the southeast quarter of Section 2, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: beginning at the intersection of the south line of Dodson Street (as conveyed by document 318134, book 855, Page 186) with the East line of that certain parcel conveyed to the City of Geneva by document number 807333; thence South 04 degrees 47 minutes 47 seconds west along said east line 480.75 feet to the north line of that certain parcel conveyed by document 1854022; thence north 85 degrees 08 minutes 07 seconds west 83.69 feet; thence north 04 degrees 47 minutes 47 seconds east 238.02 feet to said south line of Dodson Street; thence north 83 degrees 09 minutes 11 seconds east, along said south line 170.10 feet to the point of beginning, in the City of Geneva, Kane County, Illinois





CITY OF GENEVA, ILLINOIS

TAX INCREMENT FINANCING DISTRICT NO. 2 FUND

REPORT ON COMPLIANCE WITH PUBLIC ACT 85-1142

AS OF AND FOR THE YEAR ENDED APRIL 30, 2021

CITY OF GENEVA TAX INCREMENT FINANCING DISTRICT NO. 2 FUND TABLE OF CONTENTS AS OF AND FOR THE YEAR ENDED APRIL 30, 2021

<u>PAGE</u>

Independent Auditors' Compliance Report	1
Independent Auditors' Report on Supplementary Information	2
SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenditures and Changes in Fund Balance	3
Schedule of Fund Balance by Source	4

INDEPENDENT AUDITORS' COMPLIANCE REPORT

(See Exhibit L)

INDEPENDENT AUDITORS' REPORT

ON SUPPLEMENTARY INFORMATION



Independent Auditors' Report on Supplementary Information

To the Honorable Mayor and Members of the City Council of City of Geneva, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Geneva, Illinois (the "City"), as of and for the year ended April 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Geneva's basic financial statements and have issued our report thereon dated October 18, 2021, which expressed an unmodified opinion on those financial statements.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Geneva's basic financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Baker Tilly US, LLP

Oak Brook, Illinois October 18, 2021

SUPPLEMENTARY INFORMATION

CITY OF GENEVA

TAX INCREMENT FINANCING DISTRICT NO. 2 FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED APRIL 30, 2021

Revenues	
Property taxes	\$ 249,693
Investment income	 8,345
Total revenues	 258,038
Expenditures	
Economic development	
Personnel services	50,150
Contractual services	11,414
Commodities	 650
Total expenditures	 62,214
Net change in fund balance	195,824
Fund balance, beginning of year	 1,405,474
Fund balance, end of year	\$ 1,601,298

CITY OF GENEVA

TAX INCREMENT FINANCING DISTRICT NO. 2 FUND

SCHEDULE OF FUND BALANCE BY SOURCE

FOR THE YEAR ENDED APRIL 30, 2021

Beginning fund balance	\$	1,405,474
Deposits		
Property taxes		249,693
Investment income		8,345
Total deposits		258,038
Balance plus deposits		1,663,512
Expenditures		
Personnel services		50,150
Contractual services		11,414
Commodities		650
Total expenditures		62,214
Fund balance, end of year	<u>\$</u>	1,601,298
Fund balance by source		
Property taxes	\$	1,544,985
Investment income		56,313
Fund balance, end of year	\$	1,601,298

Attachment M

List of Intergovernmental Agreements in effect to which Municipality is part:

A Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation and the State of Illinois for the East State Street Reconstruction Project.



Independent Auditors' Compliance Report

To the Honorable Mayor and Members of the City Council of City of Geneva, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Geneva, as of and for the year ended April 30, 2021, and have issued our report thereon dated October 18, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with provisions of Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing", insofar as it relates to accounting matters for the Tax Increment Financing District No. 2 Fund; however, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

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

Baker Tilly US, LLP

Oak Brook, Illinois October 18, 2021