

STATE OF ILLINOIS  
COMPTROLLER  

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SUSANA A. MENDOZA

Name of Municipality:	<u>Oglesby</u>	Reporting Fiscal Year:	<b>2022</b>
County:	<u>LaSalle</u>	Fiscal Year End:	<b>4/30/2022</b>
Unit Code:	<b>050/075/30</b>		

### FY 2022 TIF Administrator Contact Information-Required

First Name:	<b>Herbert</b>	Last Name:	<b>Klein</b>
Address:	1701 Clearwater Avenue	Title:	Administrator
Telephone:	309-664-7777	City:	Bloomington
E-mail	<a href="mailto:kjacob@tifillinois.com">kjacob@tifillinois.com</a>	Zip:	61704

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)  
in the **City/Village** of: **Oglesby**  
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs  
Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Written signature of TIF Administrator

12-6-2022  
Date

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

## FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

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

**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2022**

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

<b>Primary Use of Redevelopment Project Area*:</b> Combination/Mixed
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
<b>If "Combination/Mixed" List Component Types:</b> Commercial, Industrial, Residential
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>
<b>Tax Increment Allocation Redevelopment Act</b> <span style="float: right;"><u>  X  </u></span> <b>Industrial Jobs Recovery Law</b> <span style="float: right;"><u>          </u></span>

**Please utilize the information below to properly label the Attachments.**

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment (labeled Attachment A).</b> For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).</b>		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)] <b>Please enclose the CEO Certification (labeled Attachment B).</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)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		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)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>		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)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>		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)] <b>If yes, please enclose the Additional Information (labeled Attachment F).</b>	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)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	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)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>	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)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	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) <b>If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		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)] <b>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).</b>		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)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</b>	X	

**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**FY 2022****Name of Redevelopment Project Area:****Oglesby TIF District I****Provide an analysis of the special tax allocation fund.**Special Tax Allocation Fund Balance at Beginning of Reporting Period 

\$	20
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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	\$ 1,776,394	\$ 32,477,843	72%
State Sales Tax Increment		\$ 4,166,143	9%
Local Sales Tax Increment		\$ 2,445,903	5%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest		\$ 375,583	1%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 4,640,765	10%
Private Sources		\$ 594,573	1%
Other (identify source ____ Grant ____; if multiple other sources, attach schedule)	\$ 49,101	\$ 159,430	0%

All Amount Deposited in Special Tax Allocation Fund 

\$	1,825,495
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Cumulative Total Revenues/Cash Receipts 

\$ 44,860,240	100%
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Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) 

\$ 1,517,860
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Transfers to Municipal Sources 

\$ -
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Distribution of Surplus 

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Total Expenditures/Disbursements 

\$ 1,517,860
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Net/Income/Cash Receipts Over/(Under) Cash Disbursements 

\$ 307,635
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Previous Year Adjustment (Explain Below) 

\$ -
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FUND BALANCE, END OF REPORTING PERIOD\* 

\$ 307,655
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\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**Previous Year Explanation:**

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

**FY 2022**

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**

**PAGE 1**

<b>Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]</b>	<b>Amounts</b>	<b>Reporting Fiscal Year</b>
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Professional Services and costs	23,680	
Professional Technology Management	4,845	
Appraisal	1,250	
Engineering Services	667	
		\$ 30,442
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
Demolition	58,013	
		\$ 58,013
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.		
Redevelopment Agreements	176,275	
Water Treatment Plant/Tower	6,684	
Building Maintenance	53,206	
Fire Department Building	35,218	
		\$ 271,383
6. Costs of the construction of public works or improvements.		
Electrical Distribution Improvements	15,932	
Street and Sidewalk Improvements	1,227	
Sewer System	278	
		\$ 17,437

**SECTION 3.2 A**  
**PAGE 2**

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
Bond Fund	829,000	
		\$ 829,000
10. Capital costs.		
Oglesby Elementary School District No.125	144,599	
LaSalle-Peru High School District No.120	108,246	
Illinois Valley Community College District No.513	58,740	
		\$ 311,585
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library 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.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 1,517,860</b>

**Section 3.2 B** [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2022

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

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

[illegible]

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

**FY 2022**

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

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

<b>FUND BALANCE BY SOURCE</b>	\$ 307,655
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<b>1. Description of Debt Obligations</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
2009 Utility Bond	\$ 2,263,000	\$ 2,263,000
2010 Build America Bond/Refinanced 2020	\$ 9,135,000	\$ -
G.O. Bond	\$ 3,312,987	\$ -
Refinanced 2020 G.O. Bond	\$ 1,419,127	\$ 768,927
<b>Total Amount Designated for Obligations</b>	\$ 16,130,114	\$ 3,031,927

<b>2. Description of Project Costs to be Paid</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
Public Projects		\$ 22,580,094
Private Projects		\$ 27,213,284
Capital Costs		\$ 1,055,289
<b>Total Amount Designated for Project Costs</b>		\$ 50,848,667

<b>TOTAL AMOUNT DESIGNATED</b>	\$ 53,880,594
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<b>SURPLUS/(DEFICIT)</b>	\$ (53,572,939)
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**SECTION 4** [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

**FY 2022**

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

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

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

**FY 2022**

**Name of Redevelopment Project Area:**

**Oglesby TIF District I**

**PAGE 1**

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

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

<b>1. <u>NO</u></b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
<b>2. The Municipality <u>DID</u></b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
<b>2a. The total number of <u>ALL</u></b> activities undertaken in furtherance of the objectives of the redevelopment plan:	11

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 1,089,251	\$ -	\$ 6,154,982
Ratio of Private/Public Investment	0		0

**Project 1 Name: Rider's Choice Racing, LLC**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 62,797		\$ 534,130
Ratio of Private/Public Investment	0		0

**Project 2 Name: Janko Reishus Burger King(terminated)**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 136,637		\$ 558,381
Ratio of Private/Public Investment	0		0

**Project 3 Name: Wire Mesh**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 350,360		\$ 3,622,504
Ratio of Private/Public Investment	0		0

**Project 4 Name: Brian Billard**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 80,000		\$ 80,000
Ratio of Private/Public Investment	0		0

**Project 5 Name: Love's Travel Stop & Country Stores**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 390,690		\$ 1,291,200
Ratio of Private/Public Investment	0		0

**Project 6 Name: De'Vine Floral**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 5,200		\$ 5,200
Ratio of Private/Public Investment	0		0

**Project 7 Name: Gary Grosenbach**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	1,434	\$ align="right">1,434
Ratio of Private/Public Investment		0	0

**Project 8 Name: Oscar Automotive**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	4,177	\$ align="right">4,177
Ratio of Private/Public Investment		0	0

**Project 9 Name: Nick Carrico**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	34,472	\$ align="right">34,472
Ratio of Private/Public Investment		0	0

**Project 10 Name: David G. Weiden & Laura J. Weiden**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	17,638	\$ align="right">17,638
Ratio of Private/Public Investment		0	0

**Project 11 Name: Greg Boggio**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	5,846	\$ align="right">5,846
Ratio of Private/Public Investment		0	0

**Project 12 Name:**

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

**Project 13 Name:**

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

**Project 14 Name:**

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

**Project 15 Name:**

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

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

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

**FY 2022**

**Name of Redevelopment Project Area:**

Oglesby TIF District I

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

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

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

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

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

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement
N/A	

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

N/A

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

**FY 2022**

**Name of Redevelopment Project Area:**

*Oglesby TIF District I*

**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	

## FY 2022

**Oglesby TIF District I**

Year of Designation	Base EAV	Reporting Fiscal Year EAV
1986	\$ 6,907,361	\$23,955,984

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

[illegible]

ORDINANCE NO. 1163-066721

CITY OF OGLESBY  
LA SALLE COUNTY, ILLINOIS

AN ORDINANCE PROVIDING FOR AND  
APPROVING THE SEVENTH AMENDMENT

TO THE

OGLESBY TAX INCREMENT FINANCING (TIF) DISTRICT I  
REDEVELOPMENT PROJECT AREA, PLAN AND PROJECTS

APPROVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS  
ON THE 7<sup>TH</sup> DAY OF JUNE, 2021.

ORDINANCE NO. 1163-060721

CITY OF OGLESBY  
LA SALLE COUNTY, ILLINOIS

AN ORDINANCE PROVIDING FOR AND APPROVING THE SEVENTH  
AMENDMENT TO THE OGLESBY TIF DISTRICT I  
REDEVELOPMENT PROJECT AREA, PLAN AND PROJECTS

WHEREAS, on December 31, 1986, the City of Oglesby, LaSalle County, Illinois ("City") by its duly elected Mayor and City Council heretofore approved a Redevelopment Plan and Projects; designated a Redevelopment Project Area; and adopted Tax Increment Financing pursuant to Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et. seq.*) (the "Act") for the City of Oglesby Tax Increment Financing (TIF) District I ("TIF District I"); and

WHEREAS, on July 21, 2005, Oglesby TIF District I was legislatively extended by Act of the Illinois Legislature and Governor of Illinois for an additional twelve (12) years beyond the original date of termination, for a total of thirty-five (35) years; and

WHEREAS, the Oglesby TIF District I Redevelopment Project Area, Plan and Projects were previously amended by the City on April 15, 1996, October 27, 1999, April 5, 2010, November 21, 2011, May 21, 2018 and October 1, 2018; and

WHEREAS, the City now desires to further amend the Redevelopment Project Area, Plan and Projects for its TIF District I ("Seventh Amendment") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et. seq.*, as amended by removing the three (3) parcels described in Exhibit A, thus reducing the size of the Redevelopment Project Area; and

WHEREAS, the proposed Seventh Amendment does not add additional parcels of property to the Redevelopment Project Area; substantially affect the general land uses established in the Redevelopment Plan; substantially change the nature of the Redevelopment Projects; increase the total estimated Redevelopment Project Costs set out in the Redevelopment Plan; add additional Redevelopment Project Costs to the itemized list of redevelopment project costs set out in the Redevelopment Plan; or increase the number of inhabited residential units to be displaced from the Redevelopment Project Area, as measured from the time of creation of the Redevelopment Project Area, to a total of more than ten (10); and

WHEREAS, the proposed Seventh Amendment is consistent with the Redevelopment Plan and Projects and has been reviewed by the Mayor and the City Council is generally informed of this Amendment.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS:**

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference as if fully set forth herein.
2. The Oglesby TIF District I Redevelopment Project Area, Plan and Projects are hereby amended to remove the three (3) parcels described in **Exhibit A** attached hereto.
3. The Redevelopment Project Area as amended is legally described in **Exhibit B** (Amended Legal Description) and shown in **Exhibit C** (Amended Boundary Map) of this Amendment.
4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.
5. All ordinances and parts of ordinances in conflict herewith are repealed.

**PASSED, APPROVED AND ADOPTED** by the Corporate Authorities of the City of Oglesby, LaSalle County, Illinois, on the 7<sup>th</sup> day of June, A.D., 2021, and deposited and filed in the Office of the City Clerk of said City on that date.

MAYOR & COMMISSIONERS	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Carrie Lijewski	X			
Jason Curran	X			
James Cullinan	X			
Thomas Argubright	X			
Dominic Rivara, Mayor	X			
TOTAL VOTES:	5			

*Dominic Rivara*  
APPROVED: \_\_\_\_\_

Mayor

ATTEST: *Garry A. Eustice*

City Clerk

EXHIBIT A ATTACHED: PARCELS REMOVED FROM OGLESBY TIF DISTRICT I.

EXHIBIT B ATTACHED: OGLESBY TIF DISTRICT I AMENDED LEGAL DESCRIPTION.

EXHIBIT C ATTACHED: OGLESBY TIF DISTRICT I AMENDED BOUNDARY MAP.

## EXHIBIT A

### PARCELS REMOVED FROM OGLESBY TIF DISTRICT I BY THE SEVENTH AMENDMENT

1.     **PIN 18-36-201-014**   319 E Walnut Street  
                                  The East 27' 7" of Lot 3 in Murphy's Subdivision.
2.     **PIN 18-36-201-015**   Part of Lot 2 in Murphy's Subdivision, beginning at the Northwest corner of said Lot 2, thence Southeast 14.84', thence South 120.94', thence East to the East Line of said Lot 2, thence South to the Southeast corner of said Lot 2, thence West to the Southwest corner of said Lot 2, thence North 150.23' to the point of beginning.
3.     **PIN 18-36-201-018**   Part of Lot 1 in Murphy's Subdivision, commencing at the Southwest corner of Lot 2 in Murphy's Subdivision, thence Southeast 58.42' to the point of beginning, thence Northeast 30.77', thence West to the West line of said Lot 1, thence South to the Southwest corner of said Lot 1, thence East to the point of beginning.

## EXHIBIT B

### OGLESBY TIF DISTRICT I SEVENTH AMENDMENT AMENDED LEGAL DESCRIPTION

That part of the City of Oglesby, LaSalle County, Illinois, described as follows:  
Beginning at the Northwest corner of Lot 36 in Heritage Fields Subdivision First Addition to the City of Oglesby; thence Easterly along the North line of said Heritage Fields Subdivision First Addition and the North line of Heritage Fields Subdivision Second Addition to the City of Oglesby to the Northeast corner of Lot 73 of said Heritage Fields Subdivision Second Addition, said corner being on the West line of Crestwood First Addition to the City of Oglesby; thence Southerly along the West line of said Crestwood First Addition and Crestwood Second Addition to the City of Oglesby and its Southerly extension to the North line of Lot B in Oglesby Senior Housing Subdivision in the City of Oglesby; thence Easterly along the North line of said Lot B to a point being 416 feet West of the East line of said Section 26; thence Northerly 60 feet along a line 416 feet West of the East line of said Section 26 to the Northerly right-of-way of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Easterly 27 feet along the Northerly right-of-way line of said abandoned Railroad; thence Northerly 110 feet parallel with the East line of said Section 26; thence Easterly parallel with the Northerly right-of-way line of said abandoned Railroad to a point on the Southerly extension of the West line of Lot 42 in said Crestwood Second Addition; thence Northerly along the West line of Lot 42 in said Crestwood Second Addition and its extensions to the North right-of-way line of Jordan Street; thence Westerly along the North right-of-way line of said Jordan Street to the Southwest corner of Lot 40 in said Crestwood Second Addition; thence Northerly along the West line of said Lot 40 to the Northwest corner of said Lot 40; thence Easterly along the North line of said Lot 40 to the Southwest corner of Lot 39 in said Crestwood Second Addition; thence Northerly along the West line of said Lot 39 and the West line of Lots 38 and 37 in said Crestwood Second Addition and the West line of Lots 31 and 30 in said Crestwood First Addition to the South line of Lot 28 in said Crestwood First Addition; thence Westerly along the South line of said Lot 28 to the Southwest corner of said Lot 28; thence Northerly along the West line of said Lot 28 to the Southerly right-of-way line of Clark Street; thence Westerly along the Southerly right-of-way line of said Clark Street to the East line of Oakwood Estates First Addition; thence Northerly 50 feet along the East line of said Oakwood Estates First Addition to the North right-of-way line of said Clark Street; thence Easterly along the North right-of-way line of said Clark Street to the Westerly right-of-way line of Clark Court; thence clockwise around the right-of-way of said Clark Court to the Northwest corner of Lot 37 in said Crestwood First Addition; thence Northeasterly along the Northwesterly line of said Lot 37 to the East line of said Crestwood First Addition; thence Northerly along the East line of said Crestwood First Addition and its Northerly extension to the South right-of-way line of Durant Street; thence Westerly along the South right-of-way line of said Durant Street to the Southerly extension of the West right-of-way line of Hazen Avenue; thence Northerly along the West right-of-way line of said Hazen Avenue and its Southerly extension to the Southeast corner of Lot 1 in Block 5 in LaSalle County Carbon Coal Company Addition to the City of Oglesby; thence Westerly along the South line of said Lot 1 and the South line of Lot 7 in said Block 5 and its Easterly extension to the East right-of-way line of Bennett Avenue; thence Southerly along the East right-of-way line of said Bennett Avenue to the North right-of-way line of Morris Street; thence Westerly along the Westerly extension of the North right-of-way line of said Morris Street to a point on the Northerly line of Lot 14 of said Oakwood Estates First Addition; thence Northwesterly, along the meandering Northerly line of said Lot 14 and Lots 8 and 7 in Hickory Hill Estates Third Addition to the City of Oglesby to a point on the Southerly right-of-way line of Mormon Street; thence Westerly along the Southerly right-of-way line to a point of deflection of said right-of-way line; thence Northwesterly along said Southerly right-of-way line to a point of deflection of said right-of-way line;

thence Westerly along said Southerly right-of-way line to the Northwest corner of Lot 6 in said Hickory Hills Estates Third Addition; thence Northerly 60 feet, more or less, along the Northerly extension of the West line of said Lot 6 to a point on the Northerly right-of-way line of said Mormon Street; thence Easterly along said Northerly right-of-way line and its Easterly extension to a point on the East right-of-way line of said Bennett Avenue; thence Southerly along the East right-of-way line of said Bennett Avenue to the North right-of-way line of said Mormon Street; thence Easterly along the North right-of-way line of said Mormon Street to the Southwest corner of the East Half of Lot 12 in Block 1 in said LaSalle County Carbon Coal Company Addition; thence Northerly along the West line of the East Half of said Lot 12 to the South line of Lot 11 in said Block 1; thence Westerly along said South line to the East right-of-way line of said Hazen Avenue; thence Northerly along the East right-of-way line of said Hazen Avenue to the Northwest corner of the South 60 feet of Lot 10 in said Block 1; thence Easterly along the North line of the South 60 feet of said Lot 10 to the West line of Lot 4 in said Block 1; thence Northerly along the West line of said Lot 4 to the Northwest corner of said Lot 4; thence Easterly along the North line of said Lot 4 to the West right-of-way line of Columbia Avenue; thence Northerly along the West right-of-way line of said Columbia Street to the Southerly right-of-way line of the former Illinois Central Gulf Railroad (Marquette Company Railroad); thence Easterly along the Southerly right-of-way line of said Railroad to the East right-of-way line of Jones Avenue; thence Southerly along the East right-of-way line of said Jones Avenue to the Easterly extension of the South line of Lots 15 and 16 in Carbon Coal Co.'s Subdivision of the West Half of the Northwest Quarter and 4.72 acres of the East Half of the Northwest Quarter of Section 25, Township 33 North, Range 1 East of the Third Principal Meridian; thence Westerly along the South line of said Lots 15 and 16 and its Easterly extension to the East right-of-way line of said Columbia Avenue; thence Southerly along the East right-of-way line of said Columbia Avenue to the Northwest corner of the South 114 feet of Lot 20 in said Carbon Coal Co.'s Subdivision; thence Easterly along the North line of the South 114 feet of said Lot 20 to the East line of said Lot 20; thence Southerly along the East line of said Lot 20 and the East line of Lot 21 in said Carbon Coal Co.'s Subdivision to the Southeast corner of said Lot 21; thence Westerly along the South line of said Lot 21 to the Northeast corner of the West 135 feet of Lot 32 in said Carbon Coal Co.'s Subdivision; thence Southerly along the East line of the West 135 feet of said Lot 32 to the North right-of-way line of Mormon Street; thence Easterly along the North right-of-way line of said Mormon Street to the Northerly extension of the East line of Lot 33 in said Carbon Coal Co.'s Subdivision; thence Southerly along the East line of said Lot 33 and its Northerly extension and the East line of Lot 52 in said Carbon Coal Co.'s Subdivision and its Southerly extension to the South right-of-way of Fitzgerald Street; thence Westerly along said South right-of-way and the North line of Lot 53 in said Carbon Coal Co.'s Subdivision to the Northwest corner of said Lot 53 and the East right-of-way of Columbia Avenue; thence Southerly along said East right-of-way line to a point 28 feet South of the Northwest corner of Lot 58 in said Carbon Coal Co.'s Subdivision; thence Easterly 87 feet; thence Northerly 28 feet; thence Easterly along the North line of said Lot 58 to the Northwest corner of Lot 57 in said Carbon Coal Co.'s Subdivision; thence Easterly along the North line of said Lot 57 to the Northeast corner of the West 26.5 feet of said Lot 57; thence Southerly along the East line of the West 26.5 feet of said Lot 57 and its Southerly extension to the South right-of-way line of Morris Street; thence Westerly along the South right-of-way line of said Morris Street to the Northeast corner of Lot 59 in said Carbon Coal Co.'s Subdivision; thence Southerly along the East line of said Lot 59 and the East line of Lot 76 in said Carbon Coal Co.'s Subdivision and its Southerly extension and the East line of Lot 77 in said Carbon Coal Co.'s Subdivision to the North right-of-way line of Durant Street; thence Easterly along the North right-of-way line of said Durant Street to the East right-of-way line of School Avenue; thence Southerly along the East right-of-way line of said School Avenue to the South right-of-way line of Clark Street; thence Westerly along the South right-of-way line of said Clark Street to the East right-of-way line of Hayden Avenue; thence Southerly along the East right-of-way line of said Hayden Avenue to the South right-of-way line of Porter Street; thence Westerly along the South

right-of-way line of said Porter Street to the Northwest corner of Lot 4 in Block 27 in Subdivision of Part of Lot "L", Assessor's Subdivision of the Southwest Quarter and Part of the Northwest Quarter of Section 25, Township 33 North, Range 1, East of the Third Principal Meridian in the City of Oglesby; thence Southerly along the West line of said Lot 4 and its Southerly extension to the North line of Lot 18 in Block 26 in the Assessor's Subdivision of the Southwest Quarter and part of the Northwest Quarter of Section 25, Township 33 North, Range 1 East of the Third Principal Meridian; thence Westerly along the North line of said Lot 18 to the Northeast Corner of the West 160 feet of said Lot 18; thence Southerly along the East line of the West 160 feet of said Lot 18 to the Northeast Corner of the West Half of Lot 15 in Block 26 in said Assessor's Subdivision; thence Southerly along the East line of the West Half of said Lot 15 to the North right-of-way line of Florence Street; thence Easterly along the North right-of-way line of said Florence Street to the West right-of-way line of Field Avenue; thence Northerly along the West right-of-way line of Field Avenue to the Southerly right-of-way line of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Easterly along the Southerly right-of-way line of said abandoned Railroad to the East right-of-way line of Field Avenue; thence Southerly along the East right-of-way line of Field Avenue to its point of intersection with the South right-of-way line of Florence Street extended East; thence Easterly along the Easterly extension of the South right-of-way line of said Florence Street to the West right-of-way line of the former Illinois Central Gulf Railroad; thence Northwesterly along the curved West right-of-way line of said Railroad to the North right-of-way line of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Easterly along the North right-of-way of said abandoned Railroad to the East right-of-way line of said Illinois Central Railroad; thence Southeasterly along the curved East right-of-way line of said Illinois Central Railroad to the North right-of-way line of East Walnut Street; thence Easterly along the North right-of-way line of East Walnut Street to the Southwest corner of Lot 10 in Bent's Subdivision in the City of Oglesby; thence North along the West line of said Lot 10 and its Northerly extension to the Northwest corner of the South 40.5 feet of Lot 3 in said Bent's Subdivision; thence East along the North line of the South 40.5 feet of said Lot 3 to the Northeast corner of the South 40.5 feet of said Lot 3; thence South along the East line of said Lot 3 to the Southwest corner of Lot 4 in said Bent's Subdivision; thence East along the South line of said Lot 4 and the South line of Lot 5 in said Bent's Subdivision to the Southeast corner of said Lot 5; thence South along the Northerly extension and the West line of Lot 7 in said Bent's Subdivision to the Southwest corner of said Lot 7, said corner being on the North right-of-way line of said East Walnut Street; thence Southeasterly along the North right-of-way line of said East Walnut Street to the Northerly extension of the East right-of-way line of Korter Avenue; thence Southerly, Southeasterly and Southerly along the Northerly extension and the East right-of-way line of said Korter Avenue to the Easterly extension of the South line of Cox-Keefe's Subdivision of East 20.96 Acres of the North half of the Northeast Quarter, Section 36, Township 33 North, Range 1 East; thence West along the Easterly extension of and the South line of said Cox-Keefe's Subdivision to the Easterly right-of-way line of the former Illinois Central Gulf Railroad (Marquette Company Railroad); thence Northerly along the Easterly right-of-way line of said former Illinois Central Gulf Railroad (Marquette Company Railroad) to the South right-of-way line of said Walnut Street; thence Westerly along the South right-of-way line of said Walnut Street to the Westerly right-of-way line of said former Illinois Central Gulf Railroad (Marquette Company Railroad); thence Southerly along the Northwesterly right-of-way line of said former Illinois Central Gulf Railroad (Marquette Company Railroad) to the South right-of-way line of Second Street; thence Westerly along the South right-of-way line of said Second Street and its Westerly extension to the Westerly right-of-way line of Watson Avenue; thence Northerly along the Westerly right-of-way line of said Watson Avenue to the South right-of-way line of Maple Avenue; thence Westerly along the South right-of-way line of said Maple Avenue and its Westerly extension to the West right-of-way line of Magnall Avenue; thence Northerly along the West right-of-way line of said Magnall Avenue to the Easterly extension of the South right-of-way line of First Street; thence Westerly along the South right-of-way line of said First

Street to the East right-of-way line of Dale Avenue; thence Southerly along the East right-of-way line of said Dale Avenue to the North right-of-way line of Third Street; thence Easterly along the North right-of-way line of said Third Street and its Easterly extension to the East right-of-way line of Glen Avenue; thence Southerly along the East right-of-way line of said Glen Avenue and its Southerly extension to the South right-of-way line of an alley in Murphy's Subdivision of the Southwest 9.95 acres of Outlot A of Murphys Subdivision of the West 28 Acres of the Northwest Quarter of the Northeast Quarter of said Section 36; thence Westerly along the Westerly extension of the South right-of-way of said alley to the West right-of-way line of said Glen Avenue; thence South along the Southerly extension of said West right-of-way line to the Easterly extension of the South line of Dale's Subdivision of part of the West 22 acres of the East 30 acres of the North half of the Northwest Quarter of Section 36, Township 33, Range 1, LaSalle County, Illinois; thence West along said Easterly extension and the South line of said Dale's Subdivision and the South line of Block 3 in Sneddens Third Subdivision and the South line of Block 4 of Barto's Subdivision of part of West Ten Acres known as Lot 4 Subdivision of West Fifty-Two Acres of the East 60 acres of the Northeast Quarter of the Northwest Quarter, Section 36, Township 33 North, Range 1, East of the Third Principal Meridian and the South line of Roda's Subdivision of part of Gascoyne's Subdivision of the West 20 acres of the North half of the Northwest Quarter of Section 36, Township 33 North, Range 1 East to the Southwest corner of Lot 12 in said Roda's Subdivision; thence Northerly along the West line of said Lot 12 to the Westerly extension of the South right-of-way line of Third Street; thence Easterly along the Westerly extension of the South right-of-way line of said Third Street to the Southerly extension of the West line of Lot 1 in Roda's Subdivision in the City of Oglesby; thence Northerly along the Southerly extension of said Lot 1 to the North right-of-way line of Third Street; thence Easterly along said North right-of-way line to the West right-of-way line of School Avenue; thence Northerly along said West right-of-way line to the South right-of-way line of First Street; thence Westerly along said South right-of-way line to the East right-of-way line of Columbia Avenue; thence Southerly along said East right-of-way line to the North right-of-way line of Second Street; thence West along the Westerly extension of the North right-of-way line of said Second Street to the West right-of-way line of Columbia Avenue; thence South along said West right-of-way line to the Southeast corner of Lot 3 in Gunderson Addition to the City of Oglesby; thence West along the South line of said Lot 3 and its Westerly extension to a line being 147.74 feet West of the West line of said Lot 3; thence North along a line 147.74 feet West of the West line of said Lot 3 to the Westerly extension of the South right-of-way line of Second Street; thence East along said Westerly extension for a distance of 107.74 feet to the Southwest corner of said Second Street right-of-way; thence North along said right-of-way to the Northwest corner of said Second Street right-of-way; thence East along the North right-of-way line of said Second Street to the Southwest corner of Lot 2 in said Gunderson Addition; thence North along the West line of said Lot 2 to the Northwest corner of said Lot 2; thence West 147.5 feet along the Westerly extension of the North line of said Lot 2; thence North along a line 147.5 feet West of the West line of Lot 1 in said Gunderson Addition to the Westerly extension of the North line of said Lot 1; thence East along said Westerly extension and the North line of said Lot 1 to the Northeast corner of said Lot 1 and the West right-of-way line of Columbia Avenue; thence North along said West right-of-way line to the North line of the South 85 feet of the North 410 feet of the Northeast Quarter of the Northeast Quarter of said Section 35; thence West along said North line to the East line of property conveyed to TC Enterprises of Oglesby, Inc. as per Document No. 2013-14731; thence North along said East line and its Northerly extension to the North right-of-way line of West Walnut Street; thence West along said North right-of-way line to the Southeast corner of Lot C in Oglesby Senior Housing Subdivision; thence North 95.23 feet along the West line of said Lot C to a corner of said Lot C; thence East 90.01 feet along the boundary of said Lot C to a corner of said Lot C; thence North along the West line of said Lot C to the Southwest corner of property conveyed to Niemann Holdings, LLC as per Document No. 2013-24185; thence East along the South line of said Niemann property to the Southeast corner of said Niemann

property; thence North along the East line of said Niemann property to the Northeast corner of said Niemann property; thence West along the North line of said Niemann property to the Northwest corner of said Niemann property; thence South along the West line of said Niemann property to the Northeast corner of the aforesaid Lot C; thence West along the North line of said Lot C to the Northwest corner of said Lot C; thence South along the West line of said Lot C to the Southwest corner of said Lot C and the North right-of-way line of West Walnut Street; thence West along said North right-of-way line to the Southeast corner of Lot A in said Oglesby Senior Housing Subdivision; thence North along the East line of said Lot A to the Northeast corner of said Lot A; thence West along the North line of said Lot A to the East line of Lot 4 of Heritage Fields Subdivision, First Addition; thence Northerly along said East line to the Northeast corner of said Lot 4; thence Southwesterly along the Northerly line of said Lot 4 to the Southwest corner of Lot 8 in said Heritage Fields Subdivision, First Addition; thence North along the West line of said Lot 8 to the Northwest corner of said Lot 8 and the South right-of-way line of Sunset Blvd.; thence West along said South right-of-way line to the Northeast corner of Lot 7 in said Heritage Fields Subdivision, First Addition; thence South along the East line of said Lot 7 to the Southeast corner of said Lot 7; thence West along the South line of said Lot 7 and the North line of Lot 3 in said Heritage Fields Subdivision, First Addition to the Northwest corner of said Lots 2 and 3; thence South along the West line of said Lot 2 to the Southwest corner of said Lot 2; thence East along the South line of aforesaid Lots 2 and 3 and the South line of the aforesaid Lot 4 to the East right-of-way of the former Chicago, Milwaukee and St. Paul Railroad; thence South along said East right-of-way line to the South right-of-way line of Walnut Street; thence East along said South right-of-way line to the East line of the West 555.86 feet of the Northeast Quarter of the Northeast Quarter of Section 35, Township 33 North, Range 1 East of the Third Principal Meridian; thence South along said East line to the South line of the North 470 feet of the Northeast Quarter of the Northeast Quarter of said Section 35; thence West along said South line to the East right-of-way line of the Former Chicago, Milwaukee and St. Paul Railroad; thence South along said East right-of-way line to a point being 680 feet North of the South right-of-way line of Mayers Street in the City of Oglesby; thence East along a line 680 feet North of said South right-of-way line to the East right-of-way line of Columbia Avenue; thence South along said East right-of-way line to the Easterly extension of the South right-of-way line of said Mayers Street; thence West along said South right-of-way line to the West line of the East Half of the Southeast Quarter of said Section 35; thence North along said West line to the South line of the North Half of said Section 35; thence West along said South line to the Southeast corner of Lot 1 in Oglesby Industrial Park Subdivision, Phase 2; thence North, West and North along the East line of said Lot 1 to the Southeast corner of Lot 1 in Oglesby Industrial Park Subdivision; thence West along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 to the Westerly extension of the North line of Lot 10 in Oglesby Industrial Park Subdivision; thence East along said Westerly extension and the North line of said Lot 10 to the Southerly extension of the East line of the parcel conveyed to Colleen Baxter per Document No. 2006-07905, said extension line being 344 feet, more or less, East of the East right-of-way line of Marquette Avenue; thence North along said Southerly extension to the South line of the parcel conveyed per Document No. 2006-07905; thence West 200 feet along the South line of said parcel; thence North 150 feet along the West line of said parcel to the South right-of-way line of West Walnut Street; thence West along said South right-of-way line to the West right-of-way line of Marquette Avenue; thence South along said West right-of-way line to the Westerly extension of the North line of Lot 11 in said Oglesby Industrial Park Subdivision; thence East along said Westerly extension and the North line of said Lot 11 to the Northeast corner of said Lot 11; thence South along the East line of said Lot 11 to the Southeast corner of said Lot 11; thence West along the South line of said Lot 11 and its Westerly extension to the West right-of-way line of Marquette Avenue; thence South along said West right-of-way line to the Southeast

corner of Lot 7 in said Oglesby Industrial Park Subdivision; thence West along the South line of said Lot 7 and the South line of Lot 6 in said Oglesby Industrial Park Subdivision to the Southwest corner of said Lot 6; thence North along the West line of said Lot 6 and the West line of Lot 5 in said Oglesby Industrial Park Subdivision and its Northerly extension to the South line of Lot 14 in Oglesby Industrial Park Subdivision, First Re-Subdivision, a Re-Subdivision of Lots 3 and 4 in Oglesby Industrial Park Subdivision; thence East along the South line of said Lot 14 to the Southeast corner of said Lot 14; thence North along the East line of said Lot 14 to the Northeast corner of said Lot 14; thence West along the North line of said Lot 14 to the Northwest corner of said Lot 14; thence South along the West line of said Lot 14 to the Northwest corner of Lot 13 in said Re-Subdivision; thence West along the North line of said Lot 13 to the Northwest corner of said Lot 13; thence South along the West line of said Lot 13 to the North right-of-way line of Holiday Street; thence West along said North right-of-way line to the Southwest corner of Lot 1 in Conway Trust Subdivision, First Addition; thence North along the West line of said Lot 1 to the South right-of-way line of Richard Moyle Sr. Highway; thence Westerly along said South right-of-way line to the Easterly right-of-way of Interstate Route 39; thence Southwesterly and Southerly along said Easterly right-of-way line to the Easterly extension of the South line of property conveyed to GTI Oglesby Partners, LLC as Document No. 2015-11878; thence Westerly along said Westerly extension and the South line of said GTI property to the Southwest corner of said GTI property; thence North along the West line of said GTI property to the Northwest corner of said GTI property; thence East along the North line of said GTI property to the West right-of-way line of Interstate Route 39; thence North along said West right-of-way line to the Southeast corner of property conveyed to Love's Travel Stops and Country Stores, Inc. as per Document. No. 2013-15073; thence West along the South line of said Love's property to the East right-of-way line of Mallick Road (East Fourth Road); thence North along said East right-of-way line to the North right-of-way line of Richard Moyle Sr. Highway; thence Northeasterly along said North right-of-way line to the West right-of-way line of Interstate Route 39; thence Northeasterly and Northerly along said West right-of-way line to the Westerly extension of the North line of Lot 1 in Alexander Park Subdivision, Second Addition; thence East along said Westerly extension and the North line of said Lot 1 to the Northeast corner of said Lot 1; thence South along the East line of said Lot 1 to the Southeast corner of said Lot 1; thence West along the South line of said Lot 1 to the East right-of-way line of Interstate Route 39; thence Southeasterly along said East right-of-way line to the North right-of-way line of Richard Moyle Sr. Highway; thence East along said North right-of-way line to the Southeast corner of Lot 3 in Alexander Park Subdivision, Second Addition; thence North along the East line of said Lot 3 to the South right-of-way line of Roebuck Street; thence East along said South right-of-way line to the Southerly extension of the West line of Lots 1 and 2 in Alexander Park Second Re-Subdivision; thence North along said Southerly extension and the West line of said Lots 1 and 2 to the Northwest corner of said Lot 2; thence East along the North line of said Lot 2 to the Northeast corner of said Lot 2; thence South along the East line of said Lot 2 to the North right-of-way line of Roebuck Street; thence East along said North right-of-way line to the Southwest corner of Lot 1 in Heritage Fields Subdivision, First Addition; thence North along the West line of said Lot 1 to the Southwest corner of Lot 54 in said Heritage Fields Subdivision, First Addition; thence East along the South line of said Lot 54 to the Southeast corner of said Lot 54; thence Northerly along the East line of said Lot 54 to the Southwest corner of Lot 38 in said Heritage Fields Subdivision, First Addition; thence Northerly along the West line of said Lot 38 to the Northwest corner of said Lot 38; thence Easterly along the North line of said Lot 38 to the Westerly right-of-way line of Oakwood Avenue; thence Northerly along said Westerly right-of-way line to the Southeast corner of Lot 37 in said Heritage Fields Subdivision, First Addition; thence Southwesterly along the South line of said Lot 37 to East line of the aforesaid Lot 54; thence Northwesterly along the East line of said Lot 54 to the Point of Beginning.

AND That portion of the City of Oglesby, LaSalle County, Illinois described as follows:

Lot 18 and Lot 19 and the West Half of Lot 20 in Block 11 in the Assessor's Plat of a portion of Section 25, all situated in Township 33 North, Range 1 East of the Third Principal Meridian.

AND That portion of the City of Oglesby, LaSalle County, Illinois described as follows:

Beginning at the Northwest corner of Lot 42 in Crestwood Second Addition to the City of Oglesby; thence Westerly along the South right-of-way line of Jordan Street in the City of Oglesby to the East right-of-way line of Sunset Boulevard in the City of Oglesby; thence Southwesterly along the Southeasterly right-of-way line of said Sunset Boulevard to the West line of said Crestwood Second Addition to the City of Oglesby; thence Northerly 50 feet along the West line of said Crestwood Second Addition to the North right-of-way line of said Sunset Boulevard; thence Northeasterly along the Northwesterly right-of-way line of said Sunset Boulevard to the Westerly extension of the North right-of-way line of said Jordan Street; thence Easterly along said Westerly extension and the North right-of-way line of said Jordan Street to the Northerly extension of the West line of said Lot 42; thence Southerly along the Northerly extension of the West line of said Lot 42 to the Point of Beginning.

**EXCEPTING THEREFROM THE FOLLOWING TRACTS:**

Lots 51, 52, 53 and 54 in Dale's Subdivision of part of Lot "B" in Dale's Subdivision of part of the West 22 Acres of the East 30 acres of the North Half of the Northwest Quarter of Section 36, Township 33 North, Range 1 East of the Third Principal Meridian in the City of Oglesby, LaSalle County, Illinois.

Lots 65, 66, 67, 68, 69, 70, 71 and 72 in Dale's Subdivision of the Plat of Lots 65 through 76 of part of Lot "B" in Dale's Subdivision of part of the West 22 Acres of the East 30 acres of the North Half of the Northwest Quarter of Section 36, Township 33 North, Range 1 East of the Third Principal Meridian in the City of Oglesby, LaSalle County, Illinois.

Lot 4 in Block 20 according to the Assessor's Plat of a portion of Section 25 in Township 33 North, Range 1 East of the Third Principal Meridian, in the City of Oglesby, LaSalle County, Illinois.

0.55 acres, more or less, situated in the Southeast corner of the Southeast Quarter of Section 26, Township 33 North, Range 1 East of the Third Principal Meridian and conveyed to Eureka Savings Bank per Document R95-18188.

The South  $\frac{1}{2}$  of Lot 37 in Block 8 of the North  $\frac{1}{2}$  of Bents Subdivision in the City of Oglesby, LaSalle County, Illinois (PIN 18-25-403-010, 124 N. Glen Avenue).

The East 27' 7" of Lot 3 in Murphy's Subdivision in the City of Oglesby, LaSalle County, Illinois (PIN 18-36-201-014, 319 E Walnut Street).

Part of Lot 2 in Murphy's Subdivision in the City of Oglesby, LaSalle County, Illinois, beginning at the Northwest corner of said Lot 2, thence Southeast 14.84', thence South 120.94', thence East to the East Line of said Lot 2, thence South to the Southeast corner of said Lot 2, thence West to the Southwest corner of said Lot 2, thence North 150.23' to the point of beginning (PIN 18-36-201-015).

Part of Lot 1 in Murphy's Subdivision in the City of Oglesby, LaSalle County, Illinois, commencing at the Southwest corner of Lot 2 in Murphy's Subdivision, thence Southeast 58.42' to the point of beginning, thence Northeast 30.77', thence West to the West line of said Lot 1, thence South to the Southwest corner of said Lot 1, thence East to the point of beginning (PIN 18-36-201-018).

**EXHIBIT C**

**OGLESBY TIF DISTRICT I SEVENTH AMENDMENT  
AMENDED BOUNDARY MAP**

[illegible]

ATTACHMENT "B"



110 E. Walnut St.  
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CITY OF OGLESBY  
CERTIFICATION OF CHIEF EXECUTIVE OFFICER

The undersigned, Dominic Rivara, Mayor of the City of Oglesby, Illinois, hereby certifies that the City of Oglesby has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et. seq. during the City's preceding Fiscal Year, May 1, 2021 through April 30, 2022.

Signed the 7<sup>th</sup> day of December, 2022.

Dominic Rivara  
City of Oglesby , Illinois



December 6, 2022

Mayor Dominic Rivara  
City of Oglesby  
110 East Walnut Street  
Oglesby, Illinois 61348

RE: City of Oglesby  
Tax Increment Financing District I  
FY 2022

Dear Mayor Rivara and Board Members:

As Special Attorney for the City of Oglesby, Illinois, it is my opinion, based upon the information provided to our office that the City 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 City Council, 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

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

Herbert J. Klein

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

**OGLESBY TIF DISTRICT I**  
**Fiscal Year 2022**  
**Analysis of Annual Expenditures**

	Year ended April 30, 2022 Expenditure	TOTAL EXPENDITURES 1988 to 2022
<b>I. Public Projects:</b>		
Street & Sidewalk Maintenance	\$ 1,227	\$ 4,320,391
Extending Infrastructure	\$ 0	\$ 957,905
Water Treatment	\$ 1,727	\$ 1,202,544
Sewer Treatment Facility	\$ 278	\$ 629,758
Electrical Distribution Improvement	\$ 15,932	\$ 2,834,107
Building Maintenance	\$ 0	\$ 139,944
Improvements	\$ 0	\$ 126,291
Other Maintenance	\$ 0	\$ 352,809
Miscellaneous Expense	\$ 0	\$ 9,212
Capital Outlay-Equipment&Vehicle	\$ 0	\$ 1,641,423
Capital Outlay-Building	\$ 0	\$ 175,000
Swimming Pool	\$ 0	\$ 150,709
Sewers	\$ 0	\$ 202,025
Water Mains	\$ 4,957	\$ 976,882
Emergency Service Apparatus	\$ 0	\$ 69,929
Handicap compatibility	\$ 0	\$ 0
City Hall/ Municipal Building	\$ 53,206	\$ 214,378
Police, Fire, Ambulance	\$ 35,218	\$ 426,886
Blighted Buildings	\$ 58,013	\$ 521,505
Water Tower	\$ 0	\$ 251,227
Dickinson House Restoration	\$ 0	\$ 19,801
City Park	\$ 0	\$ 50,453
City Landfill	\$ 0	\$ 34,740
Bond Indebtedness	\$ 178,800	\$ 4,531,240
Series 2010 Build America Bond/Refinanced 2020	\$ 650,200	\$ 8,068,408
General Fund Transfer	\$ 0	\$ 828,033
Transfer TIF District VI	\$ 0	\$ 90,837
<b>II. Private Projects:</b>		
Buildings	\$ 0	\$ 0
a. Brian Billard	\$ 0	\$ 80,000
b. De' Vine Floral	\$ 0	\$ 5,200
c. Gary Grosenbach	\$ 0	\$ 1,434
d. Oscar Automotive	\$ 0	\$ 4,117
e. Nick Carrico	\$ 0	\$ 34,472
f. David & Laura Weiden	\$ 5,000	\$ 5,000
g. Greg Boggio	\$ 0	\$ 5,846
h. Ronald Moore d/b/a Rootbeer Stand	\$ 19,315	\$ 19,315
Fast Food Franchise	\$ 0	\$ 0
a. S.B.K. Inc./Pizza/Subway	\$ 0	\$ 994,976
b. McDonald's Corp.	\$ 0	\$ 0
Love's Travel Stop & Country Store	\$ 56,294	\$ 390,690
Heritage Fields	\$ 55,513	\$ 363,650
Illinois Valley Water Sports Store	\$ 0	\$ 0
Retail Shopping Center	\$ 0	\$ 0
a. Oliver/Niles	\$ 0	\$ 1,486,622
Warehouse Facility	\$ 0	\$ 0
Restaurants	\$ 0	\$ 0
a. Janko Reishus Burger King(Terminated)	\$ 0	\$ 136,637
b. David & Laura Weiden 2021	\$ 17,638	\$ 17,638
Gasoline & Mini Mart Facilities	\$ 0	\$ 0
a. Alexander Park	\$ 0	\$ 799,443
b. Beck Oil	\$ 0	\$ 72,361
Automobile Dealerships	\$ 0	\$ 0
Auto Parts & Assembly Facility	\$ 0	\$ 0
Grocery Store	\$ 0	\$ 0
Department Store	\$ 0	\$ 0
Wholesale Distribution Center	\$ 0	\$ 0
a. Badge-A-Mint, Ltd.	\$ 0	\$ 1,168,569
<b>TOTAL</b>	<b>\$ 1,153,318</b>	<b>\$ 34,412,407</b>
<b>II. Taxing District's Capital Costs:</b>		
Oglesby Elementary School District #125(Amended)	\$ 144,599	\$ 3,020,946
LaSalle Peru High School District # 120	\$ 108,246	\$ 1,932,044
Illinois Valley Community College	\$ 58,740	\$ 906,365
<b>TOTAL</b>	<b>\$ 311,585</b>	<b>\$ 5,859,355</b>
<b>III. Private Redevelopment Contracts:</b>		
GMR Oglesby, Inc.	\$ 0	\$ 61,406
Etna Oil, Co.	\$ 0	\$ 35,886
Illini State Bank Corp.	\$ 0	\$ 49,456
J. D. Wesley, Inc.	\$ 0	\$ 0
Conway	\$ 0	\$ 150,000
McPhedran Heirs	\$ 0	\$ 497,903
Carus Publishing	\$ 0	\$ 62,460
Laio and Baer Storage Den	\$ 0	\$ 70,669
Citizens	\$ 0	\$ 101,686
Tripeke	\$ 0	\$ 19,689
LaSalle National Trust-Holiday Inn	\$ 0	\$ 330,000
Janko/Holiday St.	\$ 0	\$ 37,500
Rider's Choice Racing	\$ 0	\$ 62,797
EPTA, Inc.	\$ 0	\$ 58,458
Wire Mesh, LLC	\$ 22,515	\$ 350,360
<b>TOTAL</b>	<b>\$ 22,515</b>	<b>\$ 1,888,270</b>
<b>IV. Administrative Fees &amp; Professional Services</b>		
Legal Services/Professional	\$ 29,775	\$ 934,809
Engineering Services	\$ 667	\$ 1,316,397
Dues	\$ 0	\$ 11,563
Miscellaneous Administrative Costs	\$ 0	\$ 195,542
Advertising Expense	\$ 0	\$ 29,266
<b>TOTAL</b>	<b>\$ 30,442</b>	<b>\$ 2,487,577</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,517,860</b>	<b>\$ 44,647,609</b>

**CITY OF OGLESBY, ILLINOIS**

ORDINANCE NO. 1174-081621

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

**BETWEEN**

**THE CITY OF OGLESBY**

**AND**

**DAVID G. AND LAURA J. WEIDEN**

**OGLESBY TIF DISTRICT I**

**ADOPTED BY THE MAYOR AND COMMISSIONERS  
OF THE CITY OF OGLESBY, ILLINOIS,  
ON THE 16<sup>TH</sup> DAY OF AUGUST, 2021.**

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
REDEVELOPMENT AGREEMENT BETWEEN:  
THE CITY OF OGLESBY AND  
DAVID G. AND LAURA J. WEIDEN  
OGLESBY TIF DISTRICT I

BE IT ORDAINED BY THE CITY OF OGLESBY THAT:

**SECTION ONE:** The TIF Redevelopment Agreement with David G. and Laura J. Weiden, (Exhibit A attached) is hereby approved.

**SECTION TWO:** The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the Clerk of the City of Oglesby is hereby authorized and directed to attest such execution.

**SECTION THREE:** The Redevelopment Agreement shall be effective the date of its approval.

**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 City of Oglesby this 16<sup>th</sup> day of August, 2021.

MAYOR & COMMISSIONERS	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Carrie Lijewski	X		
Jason Curran	X		
James Cullinan	X		
Thomas Argubright	X		
Dominic Rivara, Mayor	X		
TOTAL VOTES:	5		

APPROVED: Dominic Rivara, Date 08/16 / 2021  
Mayor, City of Oglesby

ATTEST: Amy A. Edwards, Date: 08/16 / 2021  
City Clerk, City of Oglesby

**EXHIBIT A:** Redevelopment Agreement by and between the City of Oglesby and David G. and Laura J. Weiden

**TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT AGREEMENT**

by and between

**CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS**

and

**DAVID G. AND LAURA J. WEIDEN**

**OGLESBY TAX INCREMENT FINANCING DISTRICT I**

**AUGUST 16, 2021**

**REDEVELOPMENT AGREEMENT**  
by and between  
**CITY OF OGLESBY**  
and  
**DAVID G. AND LAURA J. WEIDEN**

**OGLESBY TIF DISTRICT I**

**THIS REDEVELOPMENT AGREEMENT** (including Exhibits) is entered into this 16<sup>th</sup> day of August, 2021, by and between the City of Oglesby (the “City”), an Illinois Municipal Corporation, LaSalle County, Illinois, and David G. Weiden and Laura J. Weiden (collectively the “Developer”).

**PREAMBLE**

**WHEREAS**, the City has the authority to promote the health, safety and welfare of the City 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 City 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 City 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 City revenues; and

**WHEREAS**, on December 31, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Oglesby TIF District I (the “TIF District”); and

**WHEREAS**, the Oglesby TIF District I was legislatively extended for an additional twelve (12) years through tax year 2021 payable 2022; and

**WHEREAS**, included in the Redevelopment Project Area is property owned by the Developer, located at 131 E. Walnut Street, Oglesby, Illinois, real estate tax property identification number 18-36-104-030 (the “Property”); and

**WHEREAS**, the Developer is rehabilitating and renovating the Property for an expansion to the Cortileno’s Pub business (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

**WHEREAS**, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance

incentives to assist development within the Tax Increment Financing District; and

**WHEREAS**, the 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 City as adopted; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the Act, the City 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 City 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 development be provided by the City from incremental increases in real estate taxes of the City generated from the Project and the City agreed to such incentives; and

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

**WHEREAS**, the City 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 City; and

**WHEREAS**, the Parties have agreed that the City shall provide to the Developer a one-time payment of **Seventeen Thousand Six Hundred Thirty-Eight Dollars and 13/100 Cents (\$17,638.13)** for Developer's Estimated TIF Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto.

### **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. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes until such time as the Project has been satisfactorily completed. Failure to cure the violation of any such

ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. 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 City has created a Tax Increment Financing District known as the "Oglesby TIF District I" which includes the Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit "1"* for the Developer's Project which shall also be hereafter known as the "Cortileno's Expansion Project."

## **C. INCENTIVES**

In consideration for the Developer substantially completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Project:

1. **Reimbursement.** The City shall reimburse the Developer a one-time lump sum not to exceed **Seventeen Thousand Six Hundred Thirty-Eight Dollars and 13/100 Cents (\$17,638.13)** from the TIF District Fund for the reimbursement of the Developer's Eligible Project Costs set forth in *Exhibit "1"*. Said payment shall be made within thirty (30) days of completion of the Project and verification of TIF Eligible Costs by the City.
2. **Limitation of Incentives to Developer.** If, during the Term of this Agreement, the Developer is in default of this Agreement and remains in default after the applicable notice and cure periods set forth in *Section F.* below, the Developer shall receive no further reimbursements hereunder.

## **D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
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 City'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 Special Account.

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 party other than the Developer to which a payment that is the subject of the Requisition is to be made, as reasonably required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any calendar year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by December 31<sup>st</sup> of the following calendar year. If there are no accumulated outstanding costs previously submitted and approved by the City 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 City for any purpose set forth in the TIF Plan and allowed by 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 terms 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) calendar days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld, conditioned, or delayed. 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. Failure by the City to notify the Developer of disapproval in writing within such thirty (30) day period shall be deemed an approval of the Requisition.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, within forty-five (45) days after approval of the Requisition, provided the Developer has satisfied the terms of this Agreement, to the extent of the funds then held in the Special Account, and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made subject to the terms of this Agreement and after receipt of the increment generated by the 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 legally binding judicial interpretation during the term of this Agreement. The City 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 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 City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any material information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

#### **G. LIMITED OBLIGATION**

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account for tax increment. Said obligation does not now and shall never constitute an indebtedness of the City 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 City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

#### **H. LIMITED LIABILITY OF City TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project.

#### **I. COOPERATION OF THE PARTIES**

The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

#### **J. DEFAULT; CURE; REMEDIES**

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its

receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party 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.

Except as otherwise provided herein, all remedies are cumulative and no delay or omission in the exercise of any right or remedy accruing to either party upon the breach by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter accruing. In the event of litigation between the parties concerning this Agreement, the prevailing party shall be entitled to recover expenses incurred, including reasonable attorney fees.

#### **K. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence. The Developer agrees to complete the Project within a reasonable time. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, neither the Developer nor the City shall be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City, as the case may be, 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 City (or the City's agents, employees or invitees) when applicable to Developer or third parties, pandemic or any other cause beyond the reasonable control of Developer or the City.

#### **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 City and the City's consent is obtained prior to such assignment. The City'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. The restriction on assignment set for in this *Section L* shall not apply to (i) an assignment to an affiliate of the Developer or (ii) grant of a mortgage or other security interest in the Property or the Developer's rights under this Agreement to secure payment of financing for the Project. In addition, and notwithstanding anything herein to the contrary, after completion of the Project, Developer shall be free to sell, assign or otherwise transfer the Property or to assign its rights under this Agreement, or both, without the prior written consent of the City. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City 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 City:**

City Clerk, City of Oglesby  
110 E. Walnut Street  
Oglesby, IL 61348  
Telephone: (815) 883-3389  
Fax: (815) 883-9858

**TO DEVELOPER:**

David G. & Laura J. Weiden  
260 Deerfield Road  
Oglesby, IL 61348  
Telephone: (815) 830-8803

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 M*, 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. PREVAILING WAGE**

It is the understanding of the Parties that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF Increment received by Private 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/prevaling-wage-faq.aspx>. Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representative, 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 Developer's failure to comply with any provision of the following laws, to the extent applicable to the Developer and to that extent only: 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. The Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from any wrongful acts or omissions on the part of the Developer related to the Project and/or this Agreement. This obligation to indemnify and hold harmless obligates the Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed arising out of such action, and pay all reasonable and actual defense costs of the City in such action.

#### **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 City 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. In addition, the City represents and warrants to the Developer that (i) the City has duly created the TIF District, adopted the Plan, and extended the term of the TIF District through and including the tax year 2021, in accordance with all applicable laws; (ii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City; and (iii) the City has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations hereunder.

#### **V. TERM OF THE AGREEMENT**

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration date of the Oglesby TIF District I (tax year 2021 payable 2022), or upon the Developer receiving the maximum reimbursement permitted. 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 Oglesby, Illinois.

CITY

Oglesby , Illinois, a Municipal Corporation

BY: Dominic Rivera  
Mayor, City of Oglesby

ATTEST:

Amy E. Lutz  
City Clerk, City of Oglesby

DEVELOPER

David G. Weiden  
David G. Weiden

Laura J. Weiden  
Laura J. Weiden

# EXHIBIT 1

## SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Cortileno's Expansion Project  
Oglesby TIF District I in the City of Oglesby, LaSalle County, Illinois

Project Description: The Developer has plans to renovate and rehabilitate the Property for the expansion of the Cortileno's Pub business.

Street Location: 131 E. Walnut Street, Oglesby, Illinois

PIN: 18-36-104-030 (formerly 18-36-104-005 & 18-36-104-022)

### Estimated TIF Eligible Project Costs:

Rehabilitation/Renovation Costs . . . . . \$35,276.26

**Total Estimated TIF Eligible Project Costs\* . . . . . \$35,276.26**

\*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed \$17,638.13 as set forth in this Redevelopment Agreement.

## EXHIBIT 2

### CITY OF OGLESBY, ILLINOIS OGLESBY TAX INCREMENT FINANCING DISTRICT I

#### PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY DAVID G. & LAURA J. WEIDEN

Date 08-16-2021

Attention: City TIF Administrator, City of Oglesby, Illinois

Re: TIF Redevelopment Agreement, dated August 16, 2021  
by and between the City of Oglesby, Illinois, and  
David G. Weiden and Laura J. Weiden (the "Developer")

The City of Oglesby 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 David G. Weiden and Laura J. Weiden, 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: David G. and Laura J. Weiden.
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 "I"* 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, to the extent required under the Redevelopment Agreement.

BY: \_\_\_\_\_ (Developer)

TITLE: \_\_\_\_\_

---

APPROVED BY THE CITY OF OGLESBY, ILLINOIS

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CITY OF OGLESBY, ILLINOIS**

**ORDINANCE NO. 1202-101722**

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

**BETWEEN**

**THE CITY OF OGLESBY**

**AND**

**RONALD MOORE D.B.A. ROOTBEER STAND**

**OGLESBY TIF DISTRICT I**

**ADOPTED BY THE MAYOR AND COMMISSIONERS  
OF THE CITY OF OGLESBY, ILLINOIS,  
ON THE 17<sup>TH</sup> DAY OF OCTOBER, 2022.**

**CITY OF OGLESBY, ILLINOIS: ORDINANCE NO. 1202-101722**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A  
REDEVELOPMENT AGREEMENT BETWEEN:  
THE CITY OF OGLESBY AND  
RONALD MOORE D.B.A. ROOTBEER STAND  
OGLESBY TIF DISTRICT I**

**BE IT ORDAINED BY THE CITY OF OGLESBY THAT:**

**SECTION ONE:** The TIF Redevelopment Agreement with Ronald Moore d.b.a. Rootbeer Stand, (Exhibit A attached) is hereby approved.

**SECTION TWO:** The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the Clerk of the City of Oglesby is hereby authorized and directed to attest such execution.

**SECTION THREE:** The Redevelopment Agreement shall be effective the date of its approval.

**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 City of Oglesby this 17<sup>th</sup> day of October, 2022.

<b>MAYOR &amp; COMMISSIONERS</b>	<b>AYE VOTE</b>	<b>NAY VOTE</b>	<b>ABSTAIN / ABSENT</b>
Terry Eutis	X		
Jason Curran	X		
James Cullinan	X		
Thomas Argubright	X		
Dominic Rivara, Mayor			ABSENT
<b>TOTAL VOTES:</b>			

**APPROVED:** *Dominic Rivara*, Date 10 / 18 / 2022  
Mayor, City of Oglesby

**ATTEST:** *Cindy Eutis*, Date: 10 / 18 / 2022  
City Clerk, City of Oglesby

**EXHIBIT A:** Redevelopment Agreement by and between the City of Oglesby and Ronald Moore d.b.a. Rootbeer Stand

**TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT AGREEMENT**

by and between

**CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS**

and

**RONALD MOORE D.B.A. ROOTBEER STAND**

**OGLESBY TAX INCREMENT FINANCING DISTRICT I**

**OCTOBER 17, 2022**

**REDEVELOPMENT AGREEMENT**  
**by and between**  
**CITY OF OGLESBY**  
**and**  
**RONALD MOORE D.B.A. ROOTBEER STAND**

**OGLESBY TIF DISTRICT I**

**THIS REDEVELOPMENT AGREEMENT** (including Exhibits) is entered into this 17<sup>th</sup> day of October, 2022, by and between the City of Oglesby (the “City”), an Illinois Municipal Corporation, LaSalle County, Illinois, and Ronald Moore d.b.a Rootbeer Stand (the “Developer”).

**PREAMBLE**

**WHEREAS**, the City has the authority to promote the health, safety and welfare of the City 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 City 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 City 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 City revenues; and

**WHEREAS**, on December 31, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Oglesby TIF District I (the “TIF District”); and

**WHEREAS**, the Oglesby TIF District I was legislatively extended for an additional twelve (12) years through tax year 2021 payable 2022; and

**WHEREAS**, included in the Redevelopment Project Area is property owned by the Developer, located at 225 N. Columbia Street, Oglesby, Illinois, real estate tax property identification number 18-26-411-000 (the “Property”); and

**WHEREAS**, the Developer has proceeded with plans to rehabilitate and renovate the existing commercial building on the Property for continued operation of the Rootbeer Stand business (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

**WHEREAS**, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance

incentives to assist development within the Tax Increment Financing District; and

**WHEREAS**, the 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 City as adopted; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the Act, the City 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 City 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 development be provided by the City from incremental increases in real estate taxes of the City generated from the Project and the City agreed to such incentives; and

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

**WHEREAS**, the City 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 City; and

**WHEREAS**, the Parties have agreed that the City shall provide a grant to the Developer for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto in a one-time lump-sum of **Nineteen Thousand Three Hundred Fifteen Dollars and 00/100 Cents (\$19,315.00)** to be paid from the Oglesby TIF District I Special Tax Allocation Fund as specified below in ***Section C***; and

**WHEREAS**, in consideration of the execution of this Agreement, the Developer has proceeded with the Project as set forth herein; and

**WHEREAS**, the City is entering into this Agreement having encouraged and induced the Developer to complete 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. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes until such time as the Project has been satisfactorily completed. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. 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 City has created a Tax Increment Financing District known as the "Oglesby TIF District I" which includes the Property. The City 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 substantially completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Project:

1. The City shall provide a one-time, lump-sum grant to the Developer for the reimbursement of the Developer's Eligible Project Costs set forth in ***Exhibit "1"*** in the amount of **Nineteen Thousand Three Hundred Fifteen Dollars and 00/100 Cents (\$19,315.00)**, to be paid from the TIF District I Fund.
2. The Parties agree that the City paid the reimbursement of **\$19,315.00** to the Developer as set forth herein in Fiscal Year 2022 and the City hereby ratifies such payment. The Parties further acknowledge that no further reimbursement is owed by the City to the Developer hereunder.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

The Developer's reimbursement shall not exceed **\$19,315.00** and shall only be reimbursed for the Developer's TIF Eligible Project Costs incurred by the Developer for the Project as herein described in ***Exhibit 1***.

#### **E. DEFAULT; CURE; REMEDIES**

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the

"Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party 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.

Except as otherwise provided herein, all remedies are cumulative and no delay or omission in the exercise of any right or remedy accruing to either party upon the breach by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter accruing. In the event of litigation between the parties concerning this Agreement, the prevailing party shall be entitled to recover expenses incurred, including reasonable attorney fees.

#### **F. 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.

#### **G. 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.

#### **H. 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 CITY:**

City Clerk, City of Oglesby  
110 E. Walnut Street  
Oglesby, IL 61348  
Telephone: (815) 883-3389  
Fax: (815) 883-9858

**TO DEVELOPER:**

Ronald Moore  
225 N Columbia Ave.  
Oglesby, IL 61348  
Telephone: (815) 579-2311

**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

**I. 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.

**J. INDEMNIFICATION OF THE CITY**

It is the understanding of the Parties that the current position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF Increment received by Private 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://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representative, 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 Developer's failure to comply with any provision of the following laws, to the extent applicable to the Developer and to that extent only: 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. The Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from any wrongful acts or omissions on the part of the Developer related to the Project and/or this Agreement. This obligation to indemnify and hold harmless obligates the Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed arising out of such action, and pay all reasonable and actual defense costs of the City in such action.

**K. AMENDMENTS TO THIS AGREEMENT**

The Parties may amend this Agreement at any time by their mutual consent which Amendment must be in writing and executed by the Parties.

**L. TERM OF THE AGREEMENT**

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration date of the Oglesby TIF District I (tax year 2021 payable 2022), or upon the Developer receiving the maximum reimbursement permitted.

## M. ASSIGNMENTS

The rights and obligations of the Developer under this Agreement shall not be assignable by the Developer.

## N. 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. In addition, the City represents and warrants to the Developer that (i) the City has duly created the TIF District, adopted the Plan, and extended the term of the TIF District through and including the tax year 2021, in accordance with all applicable laws; (ii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City; and (iii) the City has full power and authority to execute and deliver this Agreement and to perform all of its duties and obligations hereunder.

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

CITY  
Oglesby, Illinois, a Municipal Corporation

BY:   
Mayor, City of Oglesby

ATTEST:

  
City Clerk, City of Oglesby

DEVELOPER

  
Ronald Moore

# **EXHIBIT 1**

## **SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

Rootbeer Stand Project  
Oglesby TIF District I in the City of Oglesby, LaSalle County, Illinois

Project Description: The Developer has proceeded with plans to renovate and rehabilitate the existing commercial building on the Property for the continued operation of the Rootbeer Stand business.

Street Location: 225 N. Columbia Street, Oglesby, Illinois

PIN: 18-26-411-000

### **Estimated TIF Eligible Project Costs:**

Rehabilitation/Renovation Costs ..... \$62,000.00

**Total Estimated TIF Eligible Project Costs\* ..... \$62,000.00**

**\*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed \$19,315.00 as set forth in this Redevelopment Agreement.**

CITY OF OGLESBY  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUNDS  
Year Ended April 30, 2022

	General Fund	TIF #1 Fund	Debt Service Fund	Other Governmental Funds	TOTAL
<b>REVENUES</b>					
Property Tax	\$ 133,939	\$ 1,776,394	\$ -	\$ 493,384	\$ 2,403,717
Replacement Tax	48,305	-	-	116,735	165,040
Road and Bridge Tax	33,805	-	-	-	33,805
Sales and Use Tax	911,094	-	-	-	911,094
Income Tax	540,845	-	-	-	540,845
Cannabis Tax	5,967	-	-	-	5,967
Foreign Fire Insurance	5,519	-	-	-	5,519
Utility Tax	405,201	-	-	-	405,201
Telecom Tax	64,741	-	-	-	64,741
Video Gaming Tax	151,840	-	-	-	151,840
Licenses, Permits, and Dog Tags	21,281	-	-	-	21,281
TV and Telephone Franchise	61,703	-	-	-	61,703
Fines, Fees, and Vehicle Impound	26,926	-	-	-	26,926
Reimbursement - IVCC Police	31,576	-	-	-	31,576
Rent - Task Force, Verizon, American Tower, Lehigh	32,378	-	-	1,825	34,203
Interest Revenue	6,553	-	-	173	6,726
Interest Revenue - RZB Rebate	1,406	-	-	-	1,406
Dickinson - Bowling and Rental Fees	7,053	-	-	-	7,053
Fire Contract - Utica and Rural District	30,000	-	-	-	30,000
Other Refunds/Reimbursements/Donations	50,164	-	-	50,662	100,826
Ambulance Billing	508,221	-	-	-	508,221
Fire Department - Outside City Limits	291	-	-	-	291
Motor Fuel Tax	-	-	-	151,127	151,127
Police - Drug Fund Revenue	-	-	-	12,769	12,769
Motel Tax	-	-	-	99,433	99,433
State and Federal Grants	302,950	49,101	-	83,281	435,332
Park - Admissions, Concession, Swimming	-	-	-	16,403	16,403
Pool - Fundraising/Donations	-	-	-	-	-
Other	34,851	-	-	90,985	125,836
<b>Total Revenues</b>	<b>\$ 3,416,609</b>	<b>\$ 1,825,495</b>	<b>\$ -</b>	<b>\$ 1,116,777</b>	<b>\$ 6,358,881</b>
<b>EXPENDITURES</b>					
Current:					
General Administrative	\$ 631,239	\$ -	\$ 500	\$ 612,449	\$ 1,244,188
Public Safety	1,839,558	-	-	2,178	1,841,736
Streets and Alleys	314,665	-	-	288,021	602,686
Parks, Recreation, and Library	-	-	-	326,360	326,360
Economic Development	-	569,537	-	152,576	722,113
Debt service:					
Loan Interest	10,691	-	66,363	-	77,054
Loan Principal	81,173	-	755,000	-	836,173
Capital Outlay	166,527	119,323	-	78,808	364,658
<b>Total Expenditures</b>	<b>\$ 3,043,853</b>	<b>\$ 688,860</b>	<b>\$ 821,863</b>	<b>\$ 1,460,392</b>	<b>\$ 6,014,968</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 372,756</b>	<b>\$ 1,136,635</b>	<b>\$ (821,863)</b>	<b>\$ (343,615)</b>	<b>\$ 343,913</b>
Transfer In (Note 6)	\$ 686,000	\$ -	\$ 829,000	\$ 350,000	\$ 1,865,000
Transfer (Out) (Note 6)	(350,000)	(829,000)	-	-	(1,179,000)
<b>Net Change in Fund Balances</b>	<b>\$ 708,756</b>	<b>\$ 307,635</b>	<b>\$ 7,137</b>	<b>\$ 6,385</b>	<b>\$ 1,029,913</b>
<b>Fund Balances - Beginning</b>	<b>2,427</b>	<b>20</b>	<b>368,886</b>	<b>1,536,147</b>	<b>1,907,480</b>
<b>Fund Balances - Ending</b>	<b>\$ 711,183</b>	<b>\$ 307,655</b>	<b>\$ 376,023</b>	<b>\$ 1,542,532</b>	<b>\$ 2,937,393</b>

See accompanying notes to basic financial statements.



**HOPKINS & ASSOCIATES**  
*Certified Public Accountants*

314 S. McCoy St. Box 224  
Granville, IL 61326  
1718 Peoria St.  
Peru, IL 61354  
306 Backbone Road East  
Princeton, IL 61356

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
WITH STATE OF ILLINOIS PUBLIC ACT 85-1142

To the Honorable Mayor  
and Commissioners  
City of Oglesby, Illinois

We have audited the financial statements of the City of Oglesby, Illinois, for the year ended April 30, 2022, and have issued our report thereon dated September 21, 2022. The financial statements are the responsibility of the City of Oglesby, Illinois' management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

The management of the City of Oglesby, Illinois, is responsible for the government's compliance with laws and regulations. In connection with our audit, referred to above, we selected and tested transactions and records to determine the government's compliance with the State of Illinois Public Act 85-1142, "An Act in Relation to Tax Increment Financing."

The results of our tests indicate that for the items tested, the City of Oglesby, Illinois, complied with Subsection (q) of Illinois Compiled Statutes 65 of (ILCS) 5/11-74.4-3 of the Illinois' Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142).

*Hopkins & Assoc.*

Granville, Illinois  
September 21, 2022

A list of all intergovernmental agreements in effect from FY 2010, 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)]

[illegible]