

FY 2024
**ANNUAL TAX INCREMENT FINANCE
 REPORT**




SUSANA A. MENDOZA
 ILLINOIS STATE COMPTROLLER

Name of Municipality: Springfield Reporting Fiscal Year: 2024
 County: Sangamon Fiscal Year End: 2/28/2024
 Unit Code: 083/120/30

FY 2024 TIF Administrator Contact Information-Required

First Name: Valera Last Name: Yazell
 Address: 800 E. Monroe Suite 107 Title: Director-Planning & Economic Development
 Telephone: (217)789-2377 City: Springfield Zip: 62701
 E-mail: Valera.Yazell@springfield.il.us

I attest to the best of my knowledge, that this FY 2024 report of the redevelopment project area(s)
 in the City/Village of: Springfield
 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 Valera Yazell Date 11/4/24

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

| Name of Redevelopment Project Area | Date Designated MM/DD/YYYY | Date Terminated MM/DD/YYYY |
|------------------------------------|-------------------------------|-------------------------------|
| 2-Far East Side | 2/23/1995 | |
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*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 2024

Name of Redevelopment Project Area:

Far East

| | |
|---|-------------------------------------|
| Primary Use of Redevelopment Project Area*: Combination/Mixed | |
| *Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed. | |
| If "Combination/Mixed" List Component Types: Retail-Residential | |
| Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one): | |
| Tax Increment Allocation Redevelopment Act | <input checked="" type="checkbox"/> |
| Industrial Jobs Recovery Law | <input type="checkbox"/> |

Please utilize the information below to properly label the Attachments.

| | No | Yes |
|--|----|-----|
| For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A). | X | |
| Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B). | | X |
| Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C). | | X |
| Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D). | | X |
| Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E). | | X |
| Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F). | X | |
| Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G). | X | |
| Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H). | X | |
| Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J). | X | |
| An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J). | X | |
| Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K). | | X |
| Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L). | | X |
| A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M). | X | |
| For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N). | X | |

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2024

Name of Redevelopment Project Area:

Far East

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 4,430,618

| 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 | \$ 693,755 | \$ 11,583,822 | 87% |
| State Sales Tax Increment | | \$ 766,430 | 6% |
| Local Sales Tax Increment | | \$ 347,986 | 3% |
| State Utility Tax Increment | | | 0% |
| Local Utility Tax Increment | | | 0% |
| Interest | \$ 95,012 | \$ 615,595 | 5% |
| Land/Building Sale Proceeds | | | 0% |
| Bond Proceeds | | | 0% |
| Transfers from Municipal Sources | | | 0% |
| Private Sources | | | 0% |
| Other (identify source _____; if multiple other sources, attach schedule) | | | 0% |

All Amount Deposited in Special Tax Allocation Fund \$ 788,767

Cumulative Total Revenues/Cash Receipts \$ 13,313,833 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 1,265,963

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 1,265,963

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (477,196)

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 3,953,422

* 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 2024

Name of Redevelopment Project Area:

Far East

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|--|-----------|-----------------------|
| 1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 2. Annual administrative cost. | | |
| Personal Services | 7,212 | |
| Contractual | 270 | |
| | | |
| | | |
| | | |
| | | \$ 7,482 |
| 3. Cost of marketing sites. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 4. Property assembly cost and site preparation costs. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area. | | |
| Projects | 1,258,481 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 1,258,481 |
| 6. Costs of the construction of public works or improvements. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |

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. | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 10. Capital costs. | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 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. | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| TOTAL ITEMIZED EXPENDITURES | | \$ 1,265,963 |

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

FY 2024

Name of Redevelopment Project Area:

Far East

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

| | |
|------------------------|--------------|
| FUND BALANCE BY SOURCE | \$ 3,953,422 |
|------------------------|--------------|

| 1. Description of Debt Obligations | Amount of Original Issuance | Amount Designated |
|--|-----------------------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Amount Designated for Obligations | \$ - | \$ - |

| 2. Description of Project Costs to be Paid | Amount of Original Issuance | Amount Designated |
|--|-----------------------------|-------------------|
| Poplar Place demo & infrastructure- low income housing devel | \$ | 1,200,000 |
| Office of Public Works- Infrastructure Improvements | \$ | 1,750,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total Amount Designated for Project Costs | \$ | 2,950,000 |

| | |
|-------------------------|--------------|
| TOTAL AMOUNT DESIGNATED | \$ 2,950,000 |
|-------------------------|--------------|

| | |
|-------------------|--------------|
| SURPLUS/(DEFICIT) | \$ 1,003,422 |
|-------------------|--------------|

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

FY 2024

Name of Redevelopment Project Area:

Far East

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

| | |
|---|--|
| X | Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area. |
|---|--|

| | |
|--|--|
| Property (1): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

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

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

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

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

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

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

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

FY 2024

Name of Redevelopment Project Area:

Far East

PAGE 1

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

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

| | |
|--|---|
| 1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area. | |
| 2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.) | X |
| 2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan: | 7 |
| 2b. Did the municipality undertake any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area? | 6 |

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

| TOTAL: | 11/1/99 to Date | Estimated Investment for Subsequent Fiscal Year | Total Estimated to Complete Project |
|--|------------------------|--|--|
| Private Investment Undertaken (See Instructions) | \$ 15,119,658 | \$ 14,765,959 | \$ 15,119,658 |
| Public Investment Undertaken | \$ 3,016,550 | \$ 1,200,000 | \$ 2,877,973 |
| Ratio of Private/Public Investment | 5 1/82 | | 5 18/71 |

Project 1 Name: Projects closed in prior year

| | | | |
|--|------------|------|------------|
| Private Investment Undertaken (See Instructions) | \$ 343,637 | | \$ 343,637 |
| Public Investment Undertaken | \$ 725,989 | \$ - | \$ 587,412 |
| Ratio of Private/Public Investment | 9/19 | | 31/53 |

Project 2 Name: Poplar Place Low Income House Redevel FY23

| | | | |
|--|---------------|---------------|---------------|
| Private Investment Undertaken (See Instructions) | \$ 14,765,959 | \$ 14,765,959 | \$ 14,765,959 |
| Public Investment Undertaken | \$ 2,200,000 | \$ 1,200,000 | \$ 2,200,000 |
| Ratio of Private/Public Investment | 6 42/59 | | 6 42/59 |

Project 3 Name: Residential Rehabilitation Assistance 1518 E. Adams

| | | | |
|--|-----------|--|-----------|
| Private Investment Undertaken (See Instructions) | \$ 2,508 | | \$ 2,508 |
| Public Investment Undertaken | \$ 22,575 | | \$ 22,575 |
| Ratio of Private/Public Investment | 1/9 | | 1/9 |

Project 4 Name: Residential Rehabilitation Assistance 1226 E. Jackson

| | | | |
|--|-----------|--|-----------|
| Private Investment Undertaken (See Instructions) | \$ 2,100 | | \$ 2,100 |
| Public Investment Undertaken | \$ 18,897 | | \$ 18,897 |
| Ratio of Private/Public Investment | 1/9 | | 1/9 |

Project 5 Name: Residential Rehabilitation Assistance 1215 E. Jackson

| | | | |
|--|-----------|--|-----------|
| Private Investment Undertaken (See Instructions) | \$ 2,090 | | \$ 2,090 |
| Public Investment Undertaken | \$ 18,810 | | \$ 18,810 |
| Ratio of Private/Public Investment | 1/9 | | 1/9 |

Project 6 Name: Residential Rehabilitation Assistance 901 S. 9th

| | | | |
|--|----------|--|----------|
| Private Investment Undertaken (See Instructions) | \$ 587 | | \$ 587 |
| Public Investment Undertaken | \$ 5,279 | | \$ 5,279 |
| Ratio of Private/Public Investment | 1/9 | | 1/9 |

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

Project 7 Name: Residential Rehabilitation Assistance 610 S. 13th

| | | | | | |
|--|----|--------|--|----|--------|
| Private Investment Undertaken (See Instructions) | \$ | 2,778 | | \$ | 2,778 |
| Public Investment Undertaken | \$ | 25,000 | | \$ | 25,000 |
| Ratio of Private/Public Investment | | 1/9 | | | 1/9 |

Project 8 Name:

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

Project 9 Name:

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

Project 10 Name:

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

Project 11 Name:

| | | | | | |
|--|--|---|--|--|---|
| Private Investment Undertaken (See Instructions) | | | | | |
| Public Investment Undertaken | | | | | |
| 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 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2024

Name of Redevelopment Project Area:

Far East

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

see attached Legal Description and Map

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

Exhibit APROPOSED EXPANSION TO FAR EAST TIF DISTRICT
LEGAL DESCRIPTION

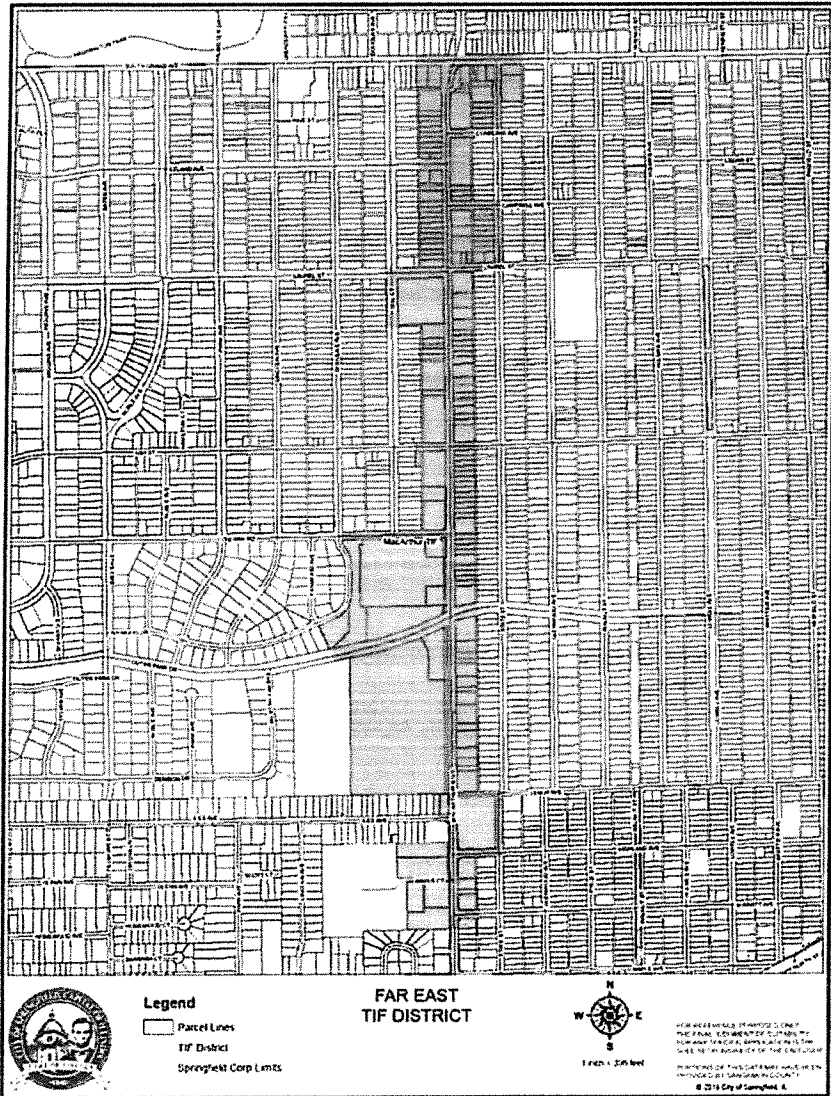
Part of Sections 27, 34, 35, and 36 in Township 16 North, Range 5 West of the Third Principal Meridian and part of Section 3 in Township 15 North, Range 5 West of the Third Principal Meridian, all in Sangamon County, Illinois, described as follows:

Beginning at the intersection of the South line of Adams Street and the East line of Eleventh Street; thence North along the East line of Eleventh Street to the North line of Washington Street; thence East along the North line of Washington Street to West line of Fourteenth Street; thence North along the West line of Fourteenth Street to the South line of Jefferson Street; thence West along the South line of Jefferson Street to the West line of Thirteenth Street; thence North along the West line of Thirteenth Street extended to the southerly line of Twelfth Street; thence easterly along the southerly line of Twelfth Street to the East line of vacated Fourteenth Street; thence North along East line of vacated Fourteenth Street extended to the North line of Springfield Housing Authority Plat No. 1, also being the South line of the SHA TIF District; thence easterly along the South line of the SHA TIF District to the West line of Fifteenth Street extended; thence South along the West line of Fifteenth Street extended to South Line of Clear Lake Avenue to the East line of Fifteenth Street; thence South along the East line of Fifteenth Street to the South line of Jefferson Street; thence West along the South line of Jefferson Street to the East line of Lot 13 of Cottage Garden Addition; thence South along the East line of Lots 13, 11 and 9 of Cottage Garden Addition to the Southeast corner of said Lot 9; thence East along an extension of the South line of Lot 10 of Cottage Garden Addition to East line of Fifteenth Street; thence South along the East line of Fifteenth Street to the North line of the alley in Block 1 of Lewis and Adams' Addition; thence East along the North line of said alley to the Southwest corner of Lot 5 in said Block 1; thence South along the West line of Lot 12 in said Block to the Southwest corner of said Lot 12; thence East along the North line of Adams Street to the Southeast corner of Lot 12 in Block 2 of Lewis and Adams' Addition; thence North along the East line of said Lot 12 to the Northeast corner of said Lot 12; thence West along the North line of Lots 12, 11, 10 and 9 in said Block 2 to the West line of Sixteenth Street; thence North along the West line of Sixteenth Street to the South line of Washington Street; thence East along the South line of Washington Street to the West line of Martin Luther King Jr. Drive; thence southerly along the West line of Martin Luther King Jr. Drive to the North line of Adams Street; thence East along the North line of Adams Street to the East line of McCreery Avenue; thence South along the East line of McCreery Avenue to the South line of Capital Avenue; thence West along the South line of Capital Avenue to the to the East line of Martin Luther King Jr. Drive; thence South along the East line of Martin Luther King Jr. Drive to the South line of the alley in Block 19 of Mather and Wells' Addition; thence West along the South line of the alley in Block 18 of Mather and Wells' Addition to the Northwest corner of Lot 11 in said Block 18; thence North along west line of Lot 6 in said Block 18 to the South line of Capital Avenue; thence West along the South line of Capital Avenue to the Northwest corner of Lot 7 in said Block 18; thence North along the West line of Lot 10 in Block 2 of L.B. Adams Addition to the South line of the alley in said Block 2; thence West along South line of the alley in said Block 2 to the West line of said Block 2; thence North along the West line of said Block 2 to the South line of the alley in Block 1 of L.B. Adams Addition; thence West along an extension of said alley to the West line of Fifteenth Street; thence North along the West line of Fifteenth Street to the South line of Adams Street; thence West along the South line of Adams Street to the East line

of Fourteenth Street; thence South along the East line of Fourteenth Street to the South line of Capital Avenue; thence West along the South line of Capital Avenue to the East line of Thirteenth Street; thence South along the East line of Thirteenth Street to the North line of Edwards Street; thence East along the North line of Edwards Street to the West line of Fourteenth Street; thence South along the West line of Fourteenth Street to the South line of Cook Street; thence East along the South line of Cook Street to the northeasterly line of former Singer Avenue; thence southeasterly along the northeasterly line of former Singer Avenue to the West line of Eastdale Avenue; thence South along the West line of Eastdale Avenue to the southwesterly line of former Singer Avenue; thence southeasterly along the southwesterly line of Singer Avenue to the West line of Schackleford Drive; thence South along the West line of Schackleford Drive to the North line of South Grand Avenue; thence West along the North line of South Grand Avenue to the West line of South Grand Pointe 2nd Addition; thence North along the West line of South Grand Pointe 2nd Addition to the Northwest corner of Lot 31 of South Grand Pointe 2nd Addition; thence West along an extension of the North line of said Lot 31 to the West line of the former Illinois Terminal Railroad; thence southerly along the West line of the former Illinois Terminal Railroad to the southwesterly line of Old Rochester Road; thence northwesterly along the southwesterly line of Old Rochester Road to West line of the Southeast Quarter of Southeast Quarter of said Section 35; thence South along said West line to the Southwesterly line of former Baltimore and Ohio Railroad; thence southeasterly along the Southwesterly line of former Baltimore and Ohio Railroad to the East line of Taylor Avenue; thence continuing southeasterly along the Southwesterly line of former Baltimore and Ohio Railroad 195.32 feet to a line 168.80 feet east of the East line of Pierik's East Side Addition; thence South along said line parallel to the East line of Pierik's East Side Addition to the North Line of South Grand Avenue; thence West along the North Line of South Grand Avenue to the East line of Taylor Avenue; thence North along the East line of Taylor Avenue to the North Line of South Grand Avenue; thence West along the North Line of South Grand Avenue to the West line of Pope Avenue; thence South along West line of Pope Avenue to the centerline of South Grand Avenue; thence West along the centerline of South Grand Avenue to the East line of Wheeler Avenue; thence North along the East line of Wheeler Avenue to the North Line of South Grand Avenue; thence West along the North Line of South Grand Avenue to the East line of Fourteenth Street; thence South along the East line of Fourteenth Street to the South line of Pine Street; thence West along the South line of Pine Street to the East line of the Norfolk Southern Railroad; thence North along the East line of the Norfolk Southern Railroad to the centerline of South Grand Avenue; thence East along the East line of the Norfolk Southern Railroad to the North line of South Grand Avenue; thence East along the North line of South Grand Avenue to the West line of Barrett's Addition; thence North along the West line of Barrett's Addition to the North Line of Outlot 11; thence East along the North Line of Outlot 11 to a line 100.00 feet east of the West line of Barrett's Addition; thence North parallel to the West line of Barrett's Addition to the South line of Outlot 7 in Barrett's Addition; thence East along the South line of Outlot 7 in Barrett's Addition to the East line of said Outlot 7; thence North to the South line of Outlot 2; thence West along the South line of Outlot 2 to a point 120.00 feet East of the West line of Barrett's Addition; thence North parallel to the West line of Barrett's Addition to the South line of Kansas Street; thence West along the South line of Kansas Street to the West line of Barrett Street; thence North along the West line of Barrett Street to the North line of Cook Street; thence East along the North line of Cook Street to the West line of Eleventh Street; thence North along the West line of Eleventh Street to the North line of Edwards Street; thence East along the North line of Edwards Street to the West line of Twelfth Street; thence North along the West line of Twelfth Street to the North line of Monroe Street; thence East along the North line of Monroe Street to the West line of Thirteenth Street; thence North along the West

line of Thirteenth Street to the South line of Adams Street; thence West along the South line of Adams Street to the point of beginning, containing 643.075 acres, more or less.

Economic and Community Development Commission
City of Springfield, IL



Attachment B



Office of the Mayor
City of Springfield, Illinois
Misty Buscher
Mayor

October 30, 2024

Ms. Susana A. Mendoza
Comptroller, State of Illinois
Office of the Comptroller
100 W. Randolph, Suite 15-500
Chicago, IL 60601

Dear Ms. Mendoza,

In my capacity as Mayor of the City of Springfield, an Illinois Municipal Corporation, I, Misty Buscher certify that in the preceding fiscal year, the City of Springfield, Illinois has complied with all requirements of the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.1 *et seq.*, as amended] as it applied to the following Tax Increment Financing Districts of Springfield, Illinois: Central Area (Downtown), Far East. Enos Park, SHA (Madison Park Place), Northeast, Jefferson Crossing MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, Lumber Lane and Adirondack.

Sincerely,

Misty Buscher
Mayor

Attachment C



Rm. 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701-1689

Sr. Assistant Corporation Counsel

Steven C. Rahn
Kateah McMasters
Charles Munson
Michael Hampleman

**OFFICE OF CORPORATION COUNSEL
CITY OF SPRINGFIELD, ILLINOIS**

Phone: (217) 789-2393
Fax: (217) 789-2397

GREGORY E. MOREDOCK
Corporation Counsel

Assistant Corporation Counsel

Emily Rosenberger

October 30, 2024

Ms. Susana A. Mendoza
Comptroller, State of Illinois
Office of the Comptroller
100 W. Randolph, Suite 15-500
Chicago, IL 60601

Re: City of Springfield TIF Certification

Dear Ms. Mendoza,

In my capacity as legal counsel for the City of Springfield, I have reviewed the procedures of the City in relation to the requirement of the Public Act [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)]. In my opinion, the City of Springfield is in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.1 *et seq.*], for each redevelopment project area in the City, namely, the Central Area (Downtown), Far East, Enos Park, SHA (Madison Park Place), Northeast, Jefferson Crossing MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, Lumber Lane and Adirondack Tax Increment Finance Districts.

Yours truly,

Gregory E. Moredock
Corporation Counsel

Attachment D

ATTACHMENT D

CENTRAL AREA (DOWNTOWN)

Statement setting forth activities: The city provided **\$1,400,000.00** to the Sangamon County Treasurer in property tax rebate, **\$187,380.00** to Acree Company LLC for renovation to create 9 residential units above a commercial storefront, **\$100,000.00** to Vegas Line Properties LLC for façade rehabilitation and easement, **\$100,000.00** to Dog Eared LLC for façade rehabilitation, **\$194,162.18** for staff salary & fringes, **\$26,746.00** to Bloom Springfield LLC for a fire sprinkler system and plumbing work for building code compliance and **\$5,255.92** in miscellaneous costs.

FAR EAST

Statement setting forth activities: The City of Springfield provided **\$171,769.14** for various business rehabilitation and operation grants, **\$90,560.97** for home owner rehabilitation grants, **\$1,000,000.00** for demolition related to the large scale low income Poplar Place redevelopment project, **\$7,212.16** for staff salary and fringes and **\$180.00** for recording fees.

ENOS PARK

Statement setting forth activities: The City of Springfield provided, **\$28,387.50** in various homeowner exterior rehab projects, \$27,750 in land purchases, **\$404,014.00** to the Springfield Park District and lighting and landscape improvements, **\$200,000.00** to WRS Legacy LLC for redevelopment and **\$6,594.73** in staff salary & fringes.

SHA (MADISON PARK PLACE)

Statement setting forth activities: The City of Springfield provided **\$337.50** to TIF consultant for work related to project planning, **\$251,026.00** to the Springfield Park District for lighting improvements, **\$244.10** for a legal notice and **\$7,622.73** in staff salary & fringes.

MACARTHUR BOULEVARD CORRIDOR

Statement setting forth activities: The City of Springfield provided **\$123,277.02** to Hy-Vee, Inc. for redevelopment.

DIRKSEN PARKWAY COMMERCIAL

Statement setting forth activities: There was \$130.12 in postage charges for this tax increment district.

NORTHEAST

Statement setting forth activities: The City of Springfield provided **\$236,050.46** to Sangamon County for TIF surplus payment.

PEORIA ROAD

Statement setting forth activities: There was no activity in this tax increment district.

LUMBER LANE

Statement setting forth activities: There was no activity in this tax increment district.

ADIRONDACK

Statement setting forth activities: There was no activity in this tax increment district.

Attachment E

**AMENDMENT 1
FAR EAST EXTERIOR REHABILITATION ASSISTANCE AGREEMENT FOR
HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT**

THIS is an amendment to the **AGREEMENT**, entered into on or as of the 21st day of April, 2023, by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called “City” or “Office of Planning and Economic Development”), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **RANDALL D. LEWIS**, “Homeowner” residing at 1518 E. Adams St., Springfield, Illinois.

Is hereby amended as follows:

SECTION 1: PURPOSE OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide matching funds “Assistance” not to exceed \$14,490.00 to Homeowner in order to make exterior repairs or replacements to the single family, owner occupied structure, no common walls or zero lot lines “Home” consistent with the terms and conditions of this Agreement. “Exterior Rehabilitation” means repair/or replacement of the following: exterior painting or siding, tuck pointing, masonry, roofs, porches and exterior stairs. It does not include repairs that would have been or/ are covered under Homeowner’s insurance policy. Only work that is reimbursed with the Exterior Rehabilitation Assistance shall be governed by this Agreement.


B. Exterior Rehabilitation Assistance to the Homeowner


1. The City agrees, upon the terms and conditions in this Agreement, to provide Exterior Rehabilitation Assistance in an amount not to exceed Fourteen Thousand Four Hundred and Ninety dollars and 00/100 cents (\$14,490.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation “Project”. Homeowner will escrow with the City their share of the 10% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

All other terms and conditions remain the same.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation


Frank J. Lesko, City Clerk

By: 
Mayor Misty Buscher

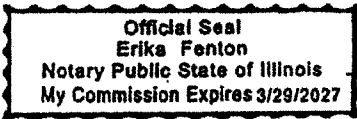
STATE OF ILLINOIS

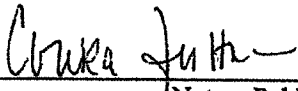
)
) SS.
)

COUNTY OF SANGAMON

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of August, 2023.



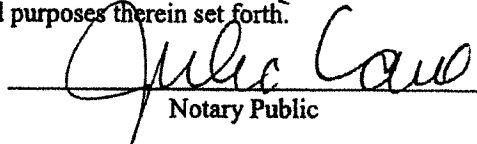

Notary Public

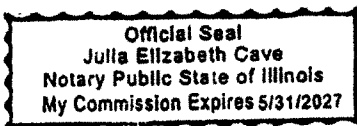
REDEVELOPER: Randall D. Lewis

By: 

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 1st day of August, 2023, before me personally appeared Randall D. Lewis, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.


Notary Public



**FAR EAST EXTERIOR REHABILITATION ASSISTANCE AGREEMENT FOR
HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT**

THIS AGREEMENT, entered into on or as of the 21 day of April, 2023, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, an Illinois municipal corporation, by and through the Office of Planning and Economic Development ("City, 800 E. Monroe Street, Room 107, Springfield, Illinois 62701, and **Randall D. Lewis**, "Homeowner" residing at 1518 E. Adams St., Springfield, Illinois.

This Agreement is for the exterior rehabilitation of a single family, owner occupied structure, no common walls or zero lot lines located at 1518 E. Adams St. within the Far East Tax Increment Financing District ("Far East") in Springfield, Illinois. The City intends to provide the Homeowner with a 90/10 matching grant for exterior rehabilitation approved by City for permanent improvements on the single family, owner occupied structure, no common walls or zero lot lines by a contractor selected and hired by the Homeowner in an assistance grant in an amount not to exceed \$11,790.00, to be used for the sole purpose of City approved exterior rehabilitation costs.

SECTION 1: PURPOSE OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide matching funds "Assistance" not to exceed \$11,790.00 to Homeowner in order to make exterior repairs or replacements to the single family, owner occupied structure, no common walls or zero lot lines "Home" consistent with the terms and conditions of this Agreement. "Exterior Rehabilitation" means repair/or replacement of the following: exterior painting or siding, tuck pointing, masonry, roofs, porches and exterior stairs. It does not include repairs that would have been or/ are covered under Homeowner's insurance policy. Only work that is reimbursed with the Exterior Rehabilitation Assistance shall be governed by this Agreement.

B. Exterior Rehabilitation Assistance to the Homeowner

1. The City agrees, upon the terms and conditions in this Agreement, to provide Exterior Rehabilitation Assistance in an amount not to exceed Eleven Thousand Seven Hundred and Ninety dollars and 00/100 cents (\$11,790.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner will escrow with the City their share of the 10% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

2. The Exterior Rehabilitation Assistance to be provided to the Homeowner shall be as follows:

Repair or replace roof and gutters

3. All Assistance shall only be provided upon City approval of cost receipts and lien waivers submitted to City by the Homeowner. City shall provide Assistance upon completion of the Project. City will also release Application's 10% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Homeowner in writing of any bills disapproved for reimbursement with an explanation provided to Homeowner so that Homeowner may cure any defects and resubmit disapproved bills for reimbursement.

In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Far East Tax Increment Financing Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable Exterior Rehabilitation agreement (such as lien waivers, certified payroll, etc.), as the Far East Tax Increment Financing Fund accumulates fund sufficient to enable reimbursement as determined by the City.

Homeowner shall finish work and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance.

This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Homeowner agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 1518 E. Adams St., Springfield, Illinois in accordance with the law and this Agreement. Upon completion of the Project, the Homeowner's shall execute a recapture agreement to the City in substantially the form as found in Exhibit A attached hereto and incorporated herein.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING EXTERIOR REHABILITATION ASSISTANCE

Before receiving Exterior Rehabilitation Assistance, the Homeowner shall furnish to the Office of Planning and Economic Development, the following, (which shall be incorporated into and made a part of this agreement):

A. All applicable organization documents and filings for the Homeowner to effect the obligations of the Homeowner pursuant to this Agreement;

B. Description of work to be done including bids and estimates of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development. All work must be done by a contractor. Work done by Homeowner is not eligible for reimbursement by these funds.

C. Matching funds shall be deposited with the City in an escrow account for this Project.

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

G. Mortgage information (name, address, and type of loan).

H. Utility verification (current CWLP and if applicable Ameren bill).

I. Such other documents, resolutions and other items reasonably required by the City.

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes in Plans

If the Homeowner desires to make any changes in any portion of the Project after they have received approval which materially affects the appearance, function, or implementation of the Project, the Homeowner shall submit the proposed change to the Office of Planning and Economic Development for approval under this Agreement. The Homeowner will receive a response to the change request within ten (10) days.

Any approval in changes shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or June 30, 2023 if no building permit is required and shall be completed no later than August 30, 2023 unless otherwise mutually agreed to in writing by the Parties.

All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Homeowner agrees to begin and complete the Project in an expedient manner.

E. Progress Reports

Once work on the Project starts, the Homeowner shall make progress reports to the Office of Planning and Economic Development every two months until the Project is finished.

F. Homeowner's Responsibility

Homeowner is responsible for completing the Project as stated in the Exterior Rehabilitation Plans and the terms of this Agreement. Homeowner agrees that all work must be done according to the building and zoning laws of the City.

G. No Obligations of City of Springfield

The Homeowner acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Homeowner also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Recapture of Grant Funds

If the Homeowner does not comply with this Agreement, the Homeowner shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed

SECTION 5: REPRESENTATIONS OF THE HOMEOWNER

The Homeowner represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Homeowner represents and warrants that he is the Owner of the property and occupies the residence.

B. Certifications

Homeowner certifies that they will comply with any and all federal, state, and local laws rules and regulations and that the Homeowner is not currently in violation of any federal, state, and local laws.

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

The Homeowner will continue to own and occupy the Home for five years.

B. Indemnification Covenants

The Homeowner agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Home; (ii) any breach or default on the part of the Homeowner or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Homeowner or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Homeowner or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Home or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Homeowner, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Homeowner; (vi) any violation by the Homeowner of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Homeowner or any part of the Home; or (vii) any performance by the City of any act requested by the Homeowner or its successors and assigns other than willful misconduct of the City. The Homeowner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Homeowner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Homeowner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Homeowner.

C. Taxes

During the existence of the Tax Increment Financing District, the Homeowner will not protest any real estate assessments or real estate taxes on the Home without the express written consent of the Mayor or his designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the City.

D Conveyances

The Homeowner will not transfer or assign all or any part of its interest, without paying a pro-rata amount of the Assistance, for a period of five years except for collateral purposes when and if required by Homeowner's commercial lender, in this Agreement without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld. The pro-rata amount shall be calculated by the City and shall be based upon the amount of the Assistance and the time left on the five year commitment.

E. Insurance

The Homeowner agrees to maintain all necessary insurance with respect to the Home in sufficient amount to protect both the interests of the City and Homeowner to and on the Home. Homeowner and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

F. Maintenance and Repair

The Homeowner agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Home.

G. No Damages for Delay

The Homeowner agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

H. No Debts to the City

The Homeowner agrees that it owes no money to the City, has any outstanding City violations, or City liens against the Home.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

Homeowner starts the Project and completes it without delay. Project is to be completed in a good and workmanlike manner. The work shall comply with, all applicable laws, rules, permits,

requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Home including all environmental statutes and regulations.

SECTION 8: LIABILITY INSURANCE

Before work starts, Homeowner's contractor shall provide and deliver to the City proof of insurance which shall remain in effect until the work is completed. Contractor's insurance shall consist of a policy or policies of comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence, and worker's compensation insurance with employer's liability coverage (if applicable).

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right to inspect the Home upon reasonable notice. If the City decides that any work and/or materials are different than listed in the Plans or in conflict with any applicable laws, regulations, permits, requirements or rules of any governmental authority City shall promptly notify Homeowner in writing of same and the Homeowner shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Homeowner or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Homeowner to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not

limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Homeowner hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Homeowner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Homeowner and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Homeowner should default under any of the provisions of this Agreement and City incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of my obligation or agreement on the part of the defaulting party herein contained, the Homeowner agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Homeowner, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for Exterior Rehabilitation or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Homeowner with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

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If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Homeowner: Randall D. Lewis
1518 E. Adams St.
Springfield, Illinois 62703

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and Homeowner voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Homeowner. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.

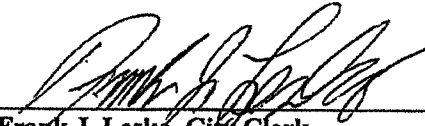
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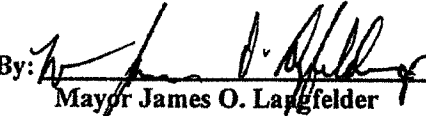
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation



Frank J. Lesko, City Clerk

By: 

Mayor James O. Langfelder

STATE OF ILLINOIS

)

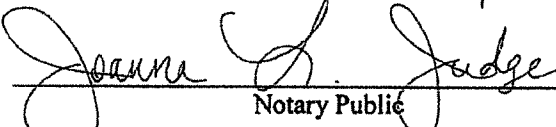
) SS.

COUNTY OF SANGAMON

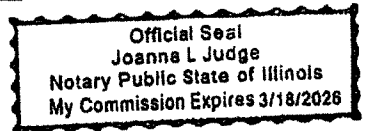
)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that James O. Langfelder, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26 day of April, 2023.



Notary Public



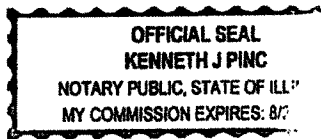
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HOMEOWNER: Randall D. Lewis

By: Randall Lewis

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 21 day of April, 2023, before me personally appeared **Randall D. Lewis**, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.



Kenneth J. Pinc
Notary Public

**FAR EAST INTERIOR / EXTERIOR REHABILITATION ASSISTANCE AGREEMENT
FOR HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT**

THIS AGREEMENT, entered into on or as of the 2nd day of October, 2023, by and between the CITY OF SPRINGFIELD, ILLINOIS, an Illinois municipal corporation, by and through the Office of Planning and Economic Development ("City, 800 E. Monroe Street, Room 107, Springfield, Illinois 62701, and Casey L. Power, "Homeowner" residing at 1226 E. Jackson, Springfield, Illinois.

This Agreement is for the exterior rehabilitation of a single family, owner occupied structure, no common walls or zero lot lines located at 1226 E. Jackson within the Far East Tax Increment Financing District ("Far East") in Springfield, Illinois. The City intends to provide the Homeowner with a 90/10 matching grant for exterior rehabilitation approved by City for permanent improvements on the single family, owner occupied structure, no common walls or zero lot lines by a contractor selected and hired by the Homeowner in an assistance grant in an amount not to exceed \$18,897.00, to be used for the sole purpose of City approved interior / exterior rehabilitation costs.

SECTION 1: PURPOSE OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide matching funds "Assistance" not to exceed \$18,897.00 to Homeowner in order to make interior / exterior repairs or replacements to the single family, owner occupied structure, no common walls or zero lot lines "Home" consistent with the terms and conditions of this Agreement. "Exterior Rehabilitation" means repair/or replacement of the following: exterior painting or siding, tuck pointing, masonry, roofs, porches and exterior stairs. "Interior Rehabilitation" means interior improvements such as plumbing, electrical, HVAC, kitchen and bathroom repairs. It does not include repairs that would have been or/ are covered under Homeowner's insurance policy. Only work that is reimbursed with the Interior / Exterior Rehabilitation Assistance shall be governed by this Agreement.

B. Exterior Rehabilitation Assistance to the Homeowner

1. The City agrees, upon the terms and conditions in this Agreement, to provide Interior / Exterior Rehabilitation Assistance in an amount not to exceed Eighteen Thousand Eight Hundred and Ninety-seven dollars (\$18,897.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner will escrow with the City their share of the 10% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

2. The Interior / Exterior Rehabilitation Assistance to be provided to the Homeowner shall be as follows:

Repair or replace bathroom, flooring, ceiling, doors and back porch

3. All Assistance shall only be provided upon City approval of cost receipts and lien waivers submitted to City by the Homeowner. City shall provide Assistance upon completion of the Project. City will also release Application's 10% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Homeowner in writing of any bills disapproved for reimbursement with an explanation provided to Homeowner so that Homeowner may cure any defects and resubmit disapproved bills for reimbursement.

In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Far East Tax Increment Financing Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable Interior / Exterior Rehabilitation agreement (such as lien waivers, certified payroll, etc.), as the Far East Tax Increment Financing Fund accumulates fund sufficient to enable reimbursement as determined by the City.

Homeowner shall finish work and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance.

This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Homeowner agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 1226 E. Jackson, Springfield, Illinois in accordance with the law and this Agreement. Upon completion of the Project, the Homeowner's shall execute a recapture agreement to the City in substantially the form as found in Exhibit A attached hereto and incorporated herein.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING INTERIOR / EXTERIOR REHABILITATION ASSISTANCE

Before receiving Interior / Exterior Rehabilitation Assistance, the Homeowner shall furnish to the Office of Planning and Economic Development, the following, (which shall be incorporated into and made a part of this agreement):

A. All applicable organization documents and filings for the Homeowner to effect the obligations of the Homeowner pursuant to this Agreement;

B. Description of work to be done including bids and estimates of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development. All work must be done by a contractor. Work done by Homeowner is not eligible for reimbursement by these funds.

C. Matching funds shall be deposited with the City in an escrow account for this Project.

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

G. Mortgage information (name, address, and type of loan).

H. Utility verification (current CWLP and if applicable Ameren bill).

I. Such other documents, resolutions and other items reasonably required by the City.

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes in Plans

If the Homeowner desires to make any changes in any portion of the Project after they have received approval which materially affects the appearance, function, or implementation of the Project, the Homeowner shall submit the proposed change to the Office of Planning and Economic Development for approval under this Agreement. The Homeowner will receive a response to the change request within ten (10) days.

Any approval in changes shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or September 1, 2023 if no building permit is required and shall be completed no later than December 31, 2023 unless otherwise mutually agreed to in writing by the Parties.

All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Homeowner agrees to begin and complete the Project in an expedient manner.

E. Progress Reports

Once work on the Project starts, the Homeowner shall make progress reports to the Office of Planning and Economic Development every two months until the Project is finished.

F. Homeowner's Responsibility

Homeowner is responsible for completing the Project as stated in the Interior / Exterior Rehabilitation Plans and the terms of this Agreement. Homeowner agrees that all work must be done according to the building and zoning laws of the City.

G. No Obligations of City of Springfield

The Homeowner acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Homeowner also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Recapture of Grant Funds

If the Homeowner does not comply with this Agreement, the Homeowner shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed

SECTION 5: REPRESENTATIONS OF THE HOMEOWNER

The Homeowner represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Homeowner represents and warrants that he is the Owner of the property and occupies the residence.

B. Certifications

Homeowner certifies that they will comply with any and all federal, state, and local laws rules and regulations and that the Homeowner is not currently in violation of any federal, state, and local laws.

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

The Homeowner will continue to own and occupy the Home for five years.

B. Indemnification Covenants

The Homeowner agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Home; (ii) any breach or default on the part of the Homeowner or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Homeowner or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Homeowner or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Home or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Homeowner, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Homeowner; (vi) any violation by the Homeowner of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Homeowner or any part of the Home; or (vii) any performance by the City of any act requested by the Homeowner or its successors and assigns other than willful misconduct of the City. The Homeowner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Homeowner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Homeowner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Homeowner.

C. Taxes

During the existence of the Tax Increment Financing District, the Homeowner will not protest any real estate assessments or real estate taxes on the Home without the express written consent of the Mayor or his designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the City.

D Conveyances

The Homeowner will not transfer or assign all or any part of its interest, without paying a pro-rata amount of the Assistance, for a period of five years except for collateral purposes when and if required by Homeowner's commercial lender, in this Agreement without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld. The pro-rata amount shall be calculated by the City and shall be based upon the amount of the Assistance and the time left on the five year commitment.

E. Insurance

The Homeowner agrees to maintain all necessary insurance with respect to the Home in sufficient amount to protect both the interests of the City and Homeowner to and on the Home. Homeowner and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

F. Maintenance and Repair

The Homeowner agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Home.

G. No Damages for Delay

The Homeowner agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

H. No Debts to the City

The Homeowner agrees that it owes no money to the City, has any outstanding City violations, or City liens against the Home.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

Homeowner starts the Project and completes it without delay. Project is to be completed in a good and workmanlike manner. The work shall comply with, all applicable laws, rules, permits,

requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Home including all environmental statutes and regulations.

SECTION 8: LIABILITY INSURANCE

Before work starts, Homeowner's contractor shall provide and deliver to the City proof of insurance which shall remain in effect until the work is completed. Contractor's insurance shall consist of a policy or policies of comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence, and worker's compensation insurance with employer's liability coverage (if applicable).

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right to inspect the Home upon reasonable notice. If the City decides that any work and/or materials are different than listed in the Plans or in conflict with any applicable laws, regulations, permits, requirements or rules of any governmental authority City shall promptly notify Homeowner in writing of same and the Homeowner shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Homeowner or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Homeowner to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not

limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Homeowner hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Homeowner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Homeowner and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Homeowner should default under any of the provisions of this Agreement and City incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of my obligation or agreement on the part of the defaulting party herein contained, the Homeowner agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

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A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

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Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
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If to Homeowner: Casey L. Power
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Springfield, Illinois 62703

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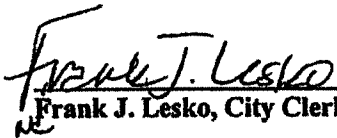
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CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

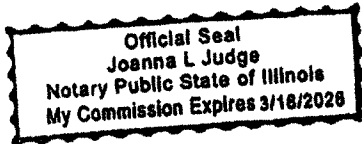

Frank J. Lesko, City Clerk

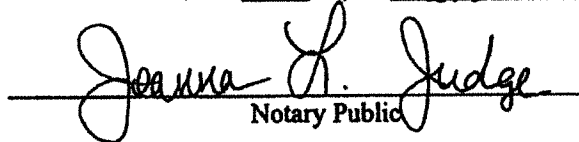
By: 
Mayor Misty Buscher *CEM*

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12 day of October, 2023.




Notary Public

Remainder of Page Intentionally Left Blank

HOMEOWNER: Casey L. Power

By: Casey Power

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 2nd day of October, 2023, before me personally appeared Casey L. Power, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.



Julia Cave
Notary Public

**FAR EAST INTERIOR / EXTERIOR REHABILITATION ASSISTANCE AGREEMENT
FOR HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT**

THIS AGREEMENT, entered into on or as of the 4th day of August, 2023, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, an Illinois municipal corporation, by and through the Office of Planning and Economic Development (“City, 800 E. Monroe Street, Room 107, Springfield, Illinois 62701, and **Myrtle M. Fragier f/k/a Myrtle M. Harris**, “Homeowner” residing at 1215 E. Jackson, Springfield, Illinois.

This Agreement is for the exterior rehabilitation of a single family, owner occupied structure, no common walls or zero lot lines located at 1215 E. Jackson within the Far East Tax Increment Financing District (“Far East”) in Springfield, Illinois. The City intends to provide the Homeowner with a 90/10 matching grant for exterior rehabilitation approved by City for permanent improvements on the single family, owner occupied structure, no common walls or zero lot lines by a contractor selected and hired by the Homeowner in an assistance grant in an amount not to exceed \$18,810.00, to be used for the sole purpose of City approved interior / exterior rehabilitation costs.

SECTION 1: PURPOSE OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide matching funds “Assistance” not to exceed \$18,810.00 to Homeowner in order to make interior / exterior repairs or replacements to the single family, owner occupied structure, no common walls or zero lot lines “Home” consistent with the terms and conditions of this Agreement. “Exterior Rehabilitation” means repair/or replacement of the following: exterior painting or siding, tuck pointing, masonry, roofs, porches and exterior stairs. “Interior Rehabilitation” means interior improvements such as plumbing, electrical, HVAC, kitchen and bathroom repairs. It does not include repairs that would have been or/ are covered under Homeowner’s insurance policy. Only work that is reimbursed with the Interior / Exterior Rehabilitation Assistance shall be governed by this Agreement.

B. Exterior Rehabilitation Assistance to the Homeowner

1. The City agrees, upon the terms and conditions in this Agreement, to provide Interior / Exterior Rehabilitation Assistance in an amount not to exceed Eighteen Thousand Eight Hundred and Ten dollars and no cents (\$18,810.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation “Project”. Homeowner will escrow with the City their share of the 10% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

2. The Interior / Exterior Rehabilitation Assistance to be provided to the Homeowner shall be as follows:

Bathroom remodel and back door replacement

3. All Assistance shall only be provided upon City approval of cost receipts and lien waivers submitted to City by the Homeowner. City shall provide Assistance upon completion of the Project. City will also release Applicant's 10% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Homeowner in writing of any bills disapproved for reimbursement with an explanation provided to Homeowner so that Homeowner may cure any defects and resubmit disapproved bills for reimbursement.

In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Far East Tax Increment Financing Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable Interior / Exterior Rehabilitation agreement (such as lien waivers, certified payroll, etc.), as the Far East Tax Increment Financing Fund accumulates fund sufficient to enable reimbursement as determined by the City.

Homeowner shall finish work and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance.

This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Homeowner agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 913 Knoll Pointe Place, Springfield, Illinois in accordance with the law and this Agreement. Upon completion of the Project, the Homeowner's shall execute a recapture agreement to the City in substantially the form as found in Exhibit A attached hereto and incorporated herein.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING INTERIOR / EXTERIOR REHABILITATION ASSISTANCE

Before receiving Interior / Exterior Rehabilitation Assistance, the Homeowner shall furnish to the Office of Planning and Economic Development, the following, (which shall be incorporated into and made a part of this agreement):

A. All applicable organization documents and filings for the Homeowner to effect the obligations of the Homeowner pursuant to this Agreement;

B. Description of work to be done including bids and estimates of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development. All work must be done by a contractor. Work done by Homeowner is not eligible for reimbursement by these funds.

C. Matching funds shall be deposited with the City in an escrow account for this Project.

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

G. Mortgage information (name, address, and type of loan).

H. Utility verification (current CWLP and if applicable Ameren bill).

I. Such other documents, resolutions and other items reasonably required by the City.

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes in Plans

If the Homeowner desires to make any changes in any portion of the Project after they have received approval which materially affects the appearance, function, or implementation of the Project, the Homeowner shall submit the proposed change to the Office of Planning and Economic Development for approval under this Agreement. The Homeowner will receive a response to the change request within ten (10) days.

Any approval in changes shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or July 1, 2023 if no building permit is required and shall be completed no later than December 31, 2023 unless otherwise mutually agreed to in writing by the Parties.

All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Homeowner agrees to begin and complete the Project in an expedient manner.

E. Progress Reports

Once work on the Project starts, the Homeowner shall make progress reports to the Office of Planning and Economic Development every two months until the Project is finished.

F. Homeowner's Responsibility

Homeowner is responsible for completing the Project as stated in the Interior / Exterior Rehabilitation Plans and the terms of this Agreement. Homeowner agrees that all work must be done according to the building and zoning laws of the City.

G. No Obligations of City of Springfield

The Homeowner acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Homeowner also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Recapture of Grant Funds

If the Homeowner does not comply with this Agreement, the Homeowner shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed

SECTION 5: REPRESENTATIONS OF THE HOMEOWNER

The Homeowner represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Homeowner represents and warrants that he is the Owner of the property and occupies the residence.

B. Certifications

Homeowner certifies that they will comply with any and all federal, state, and local laws rules and regulations and that the Homeowner is not currently in violation of any federal, state, and local laws.

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

The Homeowner will continue to own and occupy the Home for five years.

B. Indemnification Covenants

The Homeowner agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Home; (ii) any breach or default on the part of the Homeowner or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Homeowner or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Homeowner or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Home or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Homeowner, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Homeowner; (vi) any violation by the Homeowner of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Homeowner or any part of the Home; or (vii) any performance by the City of any act requested by the Homeowner or its successors and assigns other than willful misconduct of the City. The Homeowner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Homeowner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Homeowner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Homeowner.

C. Taxes

During the existence of the Tax Increment Financing District, the Homeowner will not protest any real estate assessments or real estate taxes on the Home without the express written consent of the Mayor or his designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the City.

D Conveyances

The Homeowner will not transfer or assign all or any part of its interest, without paying a pro-rata amount of the Assistance, for a period of five years except for collateral purposes when and if required by Homeowner's commercial lender, in this Agreement without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld. The pro-rata amount shall be calculated by the City and shall be based upon the amount of the Assistance and the time left on the five year commitment.

E. Insurance

The Homeowner agrees to maintain all necessary insurance with respect to the Home in sufficient amount to protect both the interests of the City and Homeowner to and on the Home. Homeowner and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

F. Maintenance and Repair

The Homeowner agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Home.

G. No Damages for Delay

The Homeowner agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

H. No Debts to the City

The Homeowner agrees that it owes no money to the City, has any outstanding City violations, or City liens against the Home.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

Homeowner starts the Project and completes it without delay. Project is to be completed in a good and workmanlike manner. The work shall comply with, all applicable laws, rules, permits,

requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Home including all environmental statutes and regulations.

SECTION 8: LIABILITY INSURANCE

Before work starts, Homeowner's contractor shall provide and deliver to the City proof of insurance which shall remain in effect until the work is completed. Contractor's insurance shall consist of a policy or policies of comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence, and worker's compensation insurance with employer's liability coverage (if applicable).

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right to inspect the Home upon reasonable notice. If the City decides that any work and/or materials are different than listed in the Plans or in conflict with any applicable laws, regulations, permits, requirements or rules of any governmental authority City shall promptly notify Homeowner in writing of same and the Homeowner shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Homeowner or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Homeowner to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not

limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Homeowner hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Homeowner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Homeowner and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Homeowner should default under any of the provisions of this Agreement and City incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of my obligation or agreement on the part of the defaulting party herein contained, the Homeowner agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Homeowner, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for Interior / Exterior Rehabilitation or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Homeowner with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Homeowner: Myrtle M. Fragier f/k/a Myrtle M. Harris
1215 E. Jackson
Springfield, Illinois 62703

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and Homeowner voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Homeowner. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.

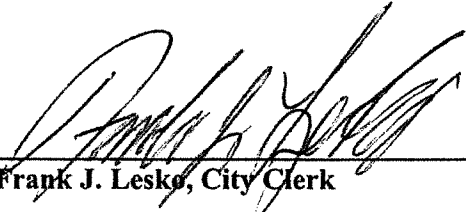
SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

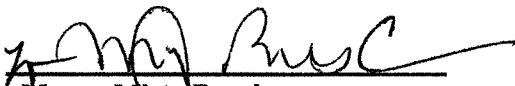
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation



Frank J. Lesko, City Clerk

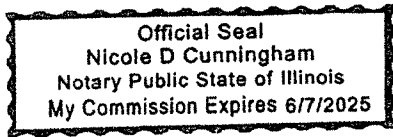
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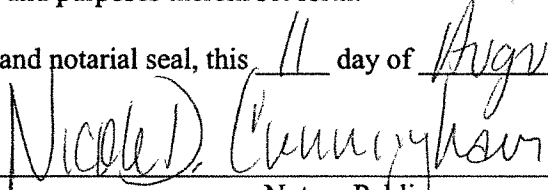
Mayor Misty Buscher

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11 day of August, 2023.





Notary Public

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HOMEOWNER: Myrtle M. Fragier f/k/a Myrtle M. Harris

By: Myrtle Fragier

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 14th day of AUGUST, 2023, before me personally appeared **Myrtle M. Fragier f/k/a Myrtle M. Harris**, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.



Julia Cave
Notary Public

**FAR EAST INTERIOR / EXTERIOR REHABILITATION ASSISTANCE AGREEMENT
FOR HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT**

THIS AGREEMENT, entered into on or as of the 22nd day of August, 2023, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, an Illinois municipal corporation, by and through the Office of Planning and Economic Development (“City, 800 E. Monroe Street, Room 107, Springfield, Illinois 62701, and **James L. Yokem**, “Homeowner” residing at 901 S. 19th St., Springfield, Illinois.

This Agreement is for the exterior rehabilitation of a single family, owner occupied structure, no common walls or zero lot lines located at 901 S. 19th St. Springfield, IL within the Far East Tax Increment Financing District (“Far East”) in Springfield, Illinois. The City intends to provide the Homeowner with a 90/10 matching grant for exterior rehabilitation approved by City for permanent improvements on the single family, owner occupied structure, no common walls or zero lot lines by a contractor selected and hired by the Homeowner in an assistance grant in an amount not to exceed \$5,278.50, to be used for the sole purpose of City approved interior / exterior rehabilitation costs.

SECTION 1: PURPOSE OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide matching funds “Assistance” not to exceed \$5,278.50 to Homeowner in order to make interior / exterior repairs or replacements to the single family, owner occupied structure, no common walls or zero lot lines “Home” consistent with the terms and conditions of this Agreement. “Exterior Rehabilitation” means repair/or replacement of the following: exterior painting or siding, tuck pointing, masonry, roofs, porches and exterior stairs. “Interior Rehabilitation” means interior improvements such as plumbing, electrical, HVAC, kitchen and bathroom repairs. It does not include repairs that would have been or/ are covered under Homeowner’s insurance policy. Only work that is reimbursed with the Interior / Exterior Rehabilitation Assistance shall be governed by this Agreement.

B. Exterior Rehabilitation Assistance to the Homeowner

1. The City agrees, upon the terms and conditions in this Agreement, to provide Interior / Exterior Rehabilitation Assistance in an amount not to exceed Five Thousand Two Hundred and Seventy-Eight dollars and Fifty cents \$5,278.50 or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation “Project”. Homeowner will escrow with the City their share of the 90% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

2. The Interior / Exterior Rehabilitation Assistance to be provided to the Homeowner shall be as follows:

Repair or replace the building’s HVAC system

3. All Assistance shall only be provided upon City approval of cost receipts and lien waivers submitted to City by the Homeowner. City shall provide Assistance upon completion of the Project. City will also release Application's 90% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Homeowner in writing of any bills disapproved for reimbursement with an explanation provided to Homeowner so that Homeowner may cure any defects and resubmit disapproved bills for reimbursement.

In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Far East Tax Increment Financing Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable Interior / Exterior Rehabilitation agreement (such as lien waivers, certified payroll, etc.), as the Far East Tax Increment Financing Fund accumulates fund sufficient to enable reimbursement as determined by the City.

Homeowner shall finish work and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance.

This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Homeowner agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 901 S. 19th St. Springfield, Illinois in accordance with the law and this Agreement. Upon completion of the Project, the Homeowner's shall execute a recapture agreement to the City in substantially the form as found in Exhibit A attached hereto and incorporated herein.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING INTERIOR / EXTERIOR REHABILITATION ASSISTANCE

Before receiving Interior / Exterior Rehabilitation Assistance, the Homeowner shall furnish to the Office of Planning and Economic Development, the following, (which shall be incorporated into and made a part of this agreement):

A. All applicable organization documents and filings for the Homeowner to effect the obligations of the Homeowner pursuant to this Agreement;

B. Description of work to be done including bids and estimates of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development. All work must be done by a contractor. Work done by Homeowner is not eligible for reimbursement by these funds.

C. Matching funds shall be deposited with the City in an escrow account for this Project.

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

G. Mortgage information (name, address, and type of loan).

H. Utility verification (current CWLP and if applicable Ameren bill).

I. Such other documents, resolutions and other items reasonably required by the City.

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes in Plans

If the Homeowner desires to make any changes in any portion of the Project after they have received approval which materially affects the appearance, function, or implementation of the Project, the Homeowner shall submit the proposed change to the Office of Planning and Economic Development for approval under this Agreement. The Homeowner will receive a response to the change request within ten (10) days.

Any approval in changes shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or October 1, 2023 if no building permit is required and shall be completed no later than March 1, 2024 unless otherwise mutually agreed to in writing by the Parties.

All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Homeowner agrees to begin and complete the Project in an expedient manner.

E. Progress Reports

Once work on the Project starts, the Homeowner shall make progress reports to the Office of Planning and Economic Development every two months until the Project is finished.

F. Homeowner's Responsibility

Homeowner is responsible for completing the Project as stated in the Interior / Exterior Rehabilitation Plans and the terms of this Agreement. Homeowner agrees that all work must be done according to the building and zoning laws of the City.

G. No Obligations of City of Springfield

The Homeowner acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Homeowner also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Recapture of Grant Funds

If the Homeowner does not comply with this Agreement, the Homeowner shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed

SECTION 5: REPRESENTATIONS OF THE HOMEOWNER

The Homeowner represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Homeowner represents and warrants that he is the Owner of the property and occupies the residence.

B. Certifications

Homeowner certifies that they will comply with any and all federal, state, and local laws rules and regulations and that the Homeowner is not currently in violation of any federal, state, and local laws.

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

The Homeowner will continue to own and occupy the Home for five years.

B. Indemnification Covenants

The Homeowner agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Home; (ii) any breach or default on the part of the Homeowner or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Homeowner or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Homeowner or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Home or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sub lessee of the Homeowner, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sub lessee of the Homeowner; (vi) any violation by the Homeowner of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Homeowner or any part of the Home; or (vii) any performance by the City of any act requested by the Homeowner or its successors and assigns other than willful misconduct of the City. The Homeowner agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Homeowner, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Homeowner shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Homeowner.

C. Taxes

During the existence of the Tax Increment Financing District, the Homeowner will not protest any real estate assessments or real estate taxes on the Home without the express written consent of the Mayor or his designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the City.

D Conveyances

The Homeowner will not transfer or assign all or any part of its interest, without paying a pro-rata amount of the Assistance, for a period of five years except for collateral purposes when and if required by Homeowner's commercial lender, in this Agreement without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld. The pro-rata amount shall be calculated by the City and shall be based upon the amount of the Assistance and the time left on the five year commitment.

E. Insurance

The Homeowner agrees to maintain all necessary insurance with respect to the Home in sufficient amount to protect both the interests of the City and Homeowner to and on the Home. Homeowner and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

F. Maintenance and Repair

The Homeowner agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Home.

G. No Damages for Delay

The Homeowner agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

H. No Debts to the City

The Homeowner agrees that it owes no money to the City, has any outstanding City violations, or City liens against the Home.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

Homeowner starts the Project and completes it without delay. Project is to be completed in a good and workmanlike manner. The work shall comply with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Home including all environmental statutes and regulations.

SECTION 8: LIABILITY INSURANCE

Before work starts, Homeowner's contractor shall provide and deliver to the City proof of insurance which shall remain in effect until the work is completed. Contractor's insurance shall consist of a policy or policies of comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence, and worker's compensation insurance with employer's liability coverage (if applicable).

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right to inspect the Home upon reasonable notice. If the City decides that any work and/or materials are different than listed in the Plans or in conflict with any applicable laws, regulations, permits, requirements or rules of any governmental authority City shall promptly notify Homeowner in writing of same and the Homeowner shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Homeowner or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Homeowner to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Homeowner hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Homeowner and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Homeowner and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Homeowner should default under any of the provisions of this Agreement and City incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of my obligation or agreement on the part of the defaulting party herein contained, the Homeowner agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Homeowner, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for Interior / Exterior Rehabilitation or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Homeowner with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 15: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 16: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service,

postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Homeowner: James L. Yokem
901 S. 19th St.
Springfield, Illinois 62703

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 17: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 18: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and Homeowner voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Homeowner. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.

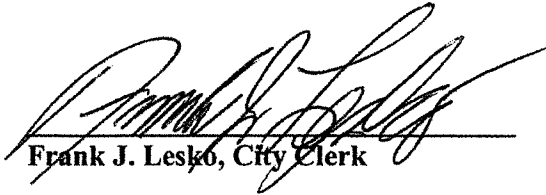
SECTION 19: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

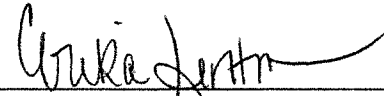

Frank J. Lesko, City Clerk

By: 
Mayor Misty Buscher GEM

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of September, 2023.


Notary Public



Remainder of Page Intentionally Left Blank

HOMEOWNER: James L. Yokem

By: James Yokem

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 22nd day of August, 2023, before me personally appeared **James L. Yokem**, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

Julia Elizabeth Cave
Notary Public



AMENDMENT 1
FAR EAST EXTERIOR REHABILITATION ASSISTANCE AGREEMENT FOR
HOMEOWNERS FOR THE CITY OF SPRINGFIELD, ILLINOIS, FAR EAST TAX
INCREMENT FINANCING DISTRICT

THIS is an amendment to the **AGREEMENT**, entered into on or as of the 26th day of April, 2023, by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **Bennie Mae Rush**, "Homeowner" residing at 610 S. 13th St., Springfield, Illinois.

Is hereby amended as follows:

SECTION 4: HOMEOWNER'S OBLIGATION AND RIGHTS


C. Time Limitations

The Project shall start no later than (30) days after receipt of a building permit from Building and Zoning, or June 30, 2023 if no building permit is required and shall be completed no later than November 30, 2023 unless otherwise mutually agreed to in writing by the Parties

All other terms and conditions remain the same.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation


Frank J. Lesko, City Clerk

By: 
Mayor Misty Buscher

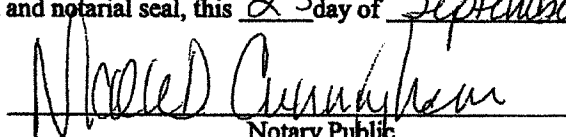
STATE OF ILLINOIS

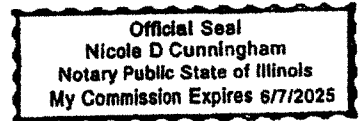
)
) SS.
)

COUNTY OF SANGAMON

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25 day of September, 2023.


Notary Public

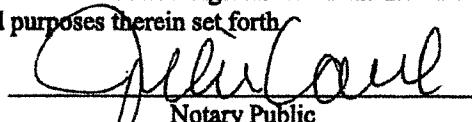


REDEVELOPER: Bennie Mae Rush

By: 

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

On this 15th day of September, 2023, before me personally appeared Bennie Mae Rush, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that he is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.


Notary Public



Attachment K

CITY OF SPRINGFIELD, ILLINOIS

**South Grand Pointe TIF Project - Capital Projects Fund
 Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
 For the Fiscal Year Ended February 29, 2024**

| | Original Budget | Final Budget | Actual | Variance with Final Budget |
|-----------------------------------|--------------------|--------------------|------------------|----------------------------------|
| Revenues | | | | |
| Taxes | | | | |
| Property Taxes | \$ 640,000 | 640,000 | 693,755 | 53,755 |
| Investment Income | 18,250 | 18,250 | 95,012 | 76,762 |
| Miscellaneous | 43,750 | 43,750 | — | (43,750) |
| Total Revenues | 702,000 | 702,000 | 788,767 | 86,767 |
| Expenditures | | | | |
| Economic Development | | | | |
| Personal Services | 10,197 | 10,197 | 7,212 | 2,985 |
| Contractual Services | 360 | 360 | 270 | 90 |
| Awards and Grants | 4,500,000 | 4,500,000 | 1,258,481 | 3,241,519 |
| Total Expenditures | 4,510,557 | 4,510,557 | 1,265,963 | 3,244,594 |
| Net Change in Fund Balance | (3,808,557) | (3,808,557) | (477,196) | 3,331,361 |
| Fund Balance - Beginning | | | <u>4,430,618</u> | |
| Fund Balance - Ending | | | <u>3,953,422</u> | |

Attachment L



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE**

October 25, 2024

The Honorable City Mayor
Members of the City Council
City of Springfield, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Springfield, Illinois, as of and for the year ended February 29, 2024, and have issued our report thereon dated October 25, 2024. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance with laws, regulations, contracts, and grants applicable to tax increment financing districts is the responsibility of the City of Springfield, Illinois' management. In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with provisions of Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing," insofar as it relates to accounting matters for the Central Area (Downtown) Tax Increment Financing District, the Dirksen Parkway Commercial Tax Increment Financing District, the ENOS Park Neighborhood Tax Increment Financing District, the Far East Side Tax Increment Financing District, the MacArthur Boulevard Corridor Tax Increment Financing District, the Northeast Tax Increment Financing District, the SHA (Madison Park Place) Tax Increment Financing District, the Lumber Lane Tax Increment Financing District, and the Peoria Road Redevelopment Area Tax Increment Financing District, however, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

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

Cordially,

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP