

FY 2025

ANNUAL TAX INCREMENT FINANCE REPORT



SUSANA A. MENDOZA ILLINOIS STATE COMPTROLLER

Name of Municipality: Springfield Reporting Fiscal Year: 2025
County: Sangamon Fiscal Year End: 2/28/2025
Unit Code: 083/120/30

FY 2025 TIF Administrator Contact Information-Required

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

I attest to the best of my knowledge, that this FY 2025 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.].
Julia Griffin 10/22/2025
Written signature of TIF Administrator Date

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

FILL OUT ONE FOR EACH TIF DISTRICT

Table with 3 columns: Legal Name of Redevelopment Project Area, Date Designated MM/DD/YYYY, Date Terminated MM/DD/YYYY. Row 1: Far East Side, 2/23/1995.

*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 2025

Name of Redevelopment Project Area:

Far East Side

Primary Use of Redevelopment Project Area*: Residential	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was 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).	<input checked="" type="checkbox"/>	
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).		<input checked="" type="checkbox"/>
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).		<input checked="" type="checkbox"/>
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).		<input checked="" type="checkbox"/>
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).		<input checked="" type="checkbox"/>
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).	<input checked="" type="checkbox"/>	
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).	<input checked="" type="checkbox"/>	
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).	<input checked="" type="checkbox"/>	
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).	<input checked="" type="checkbox"/>	
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).	<input checked="" type="checkbox"/>	
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).		<input checked="" type="checkbox"/>
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).		<input checked="" type="checkbox"/>
A <u>list</u> 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).	<input checked="" type="checkbox"/>	
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).	<input checked="" type="checkbox"/>	

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 2025

Name of Redevelopment Project Area:

Far East Side

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 3,953,422

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	\$ 733,369	\$ 12,317,191	95%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 77,544	\$ 693,139	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 \$ 810,913

Cumulative Total Revenues/Cash Receipts \$ 13,010,330 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 1,735,778

Transfers to Municipal Sources

Distribution of Surplus \$ -

Total Expenditures/Disbursements 1,735,778

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (924,865)

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* 3,028,557

* 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 2025

Name of Redevelopment Project Area:

Far East Side

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	58,656	
Software and Filing Fees	280	
		\$ 58,936
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	1,676,842	
		\$ 1,676,842
6. Costs of the construction of public works or improvements.		
		\$ -

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		\$ 1,735,778

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

FY 2025

Name of Redevelopment Project Area:

Far East Side

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

FUND BALANCE BY SOURCE

\$	3,028,557
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
n/a		
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
		\$ -
Total Amount Designated for Project Costs		\$ -

TOTAL AMOUNT DESIGNATED	\$ -
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SURPLUS/(DEFICIT)	\$ 3,028,557
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

Far East Side

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

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

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

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

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

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

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

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

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

FY 2025

Name of Redevelopment Project Area:

Far East Side

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:	9
2b. How many projects did the municipality undertake if any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	8

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)	\$ 16,629,456	\$ 15,952,493	\$ 15,952,493
Public Investment Undertaken	\$ 3,604,728	\$ 2,667,187	\$ 2,667,177
Ratio of Private/Public Investment	4 46/75		5 52/53

Project 1 Name: Projects closed in prior yr

Private Investment Undertaken (See Instructions)	\$ 353,699		
Public Investment Undertaken	\$ 816,550		
Ratio of Private/Public Investment	13/30		0

Project 2 Name: Poplar Place Low Income House Redev ongoing from 2023

Private Investment Undertaken (See Instructions)	\$ 14,765,959	\$ 14,765,959	\$ 14,765,959
Public Investment Undertaken	\$ 2,200,000	\$ 2,197,478	\$ 2,197,478
Ratio of Private/Public Investment	6 42/59		6 59/82

Project 3 Name: Exterior Rehab 2002 E Kansas need agreement

Private Investment Undertaken (See Instructions)	\$ 1,299	\$ 1,229	\$ 1,229
Public Investment Undertaken	\$ 11,693	\$ 11,059	\$ 11,059
Ratio of Private/Public Investment	1/9		1/9

Project 4 Name: Rehab 1610 E Cook need agreement

Private Investment Undertaken (See Instructions)	\$ 2,308	\$ 2,308	\$ 2,308
Public Investment Undertaken	\$ 20,774	\$ 20,774	\$ 20,774
Ratio of Private/Public Investment	1/9		1/9

Project 5 Name: Rehab 1013 S 13th need agreement

Private Investment Undertaken (See Instructions)	\$ 1,525	\$ 1,253	\$ 1,253
Public Investment Undertaken	\$ 13,723	\$ 11,277	\$ 11,277
Ratio of Private/Public Investment	1/9		1/9

Project 6 Name: Rehab 1221 E Jackson need agreement

Private Investment Undertaken (See Instructions)	\$ 2,358	\$ 2,358	\$ 2,358
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Public Investment Undertaken	\$	21,222	\$	21,222	\$	21,222
Ratio of Private/Public Investment		1/9				1/9

Project 7 Name: Rehab 916 S Livingston need agreement

Private Investment Undertaken (See Instructions)	\$ 1,476	\$ 582	\$ 582
Public Investment Undertaken	\$ 13,285	\$ 5,238	\$ 5,228
Ratio of Private/Public Investment	1/9		1/9

Project 8 Name: Rehab 1131 S 7th need agreement

Private Investment Undertaken (See Instructions)	\$ 831	\$ 831	\$ 831
Public Investment Undertaken	\$ 7,481	\$ 7,481	\$ 7,481
Ratio of Private/Public Investment	1/9		1/9

Project 9 Name: Cap 1908 need agreement

Private Investment Undertaken (See Instructions)	\$ 1,500,000	\$ 1,177,973	\$ 1,177,973
Public Investment Undertaken	\$ 500,000	\$ 392,658	\$ 392,658
Ratio of Private/Public Investment	3		3

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 2025

Name of Redevelopment Project Area:

Far East Side

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

See attached map and legal description

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

Economic and Community Development Commission

City of Springfield, IL

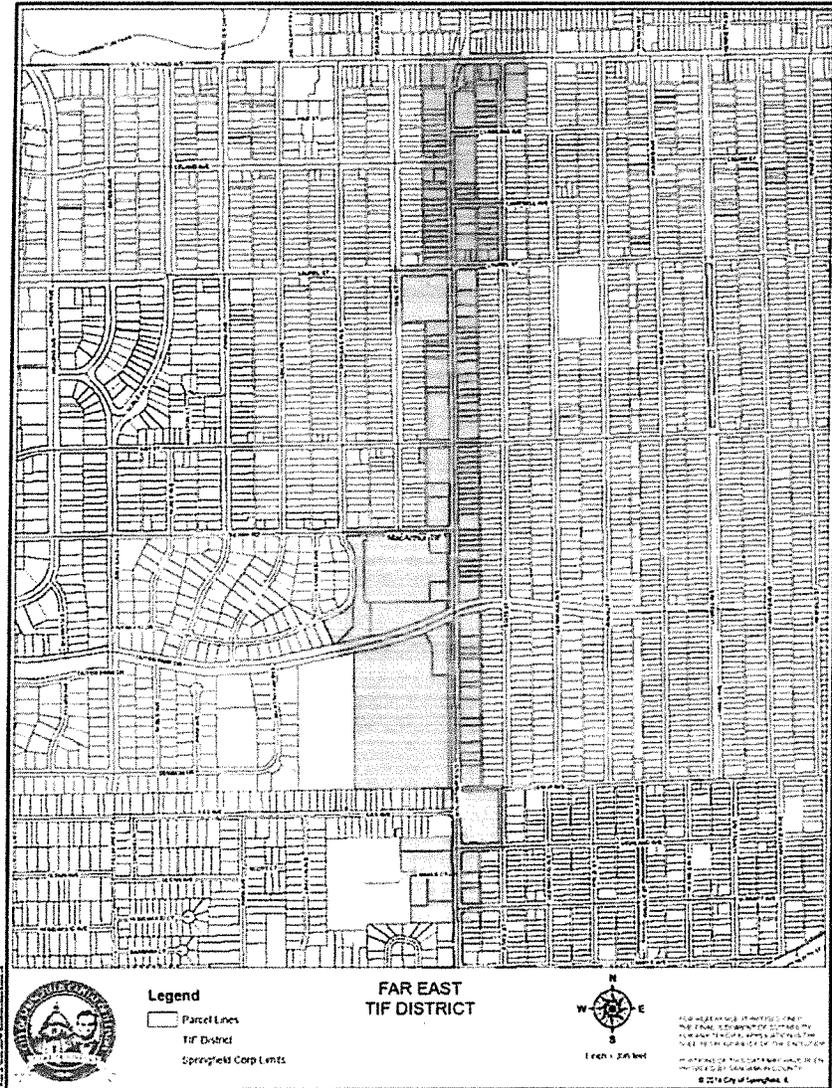


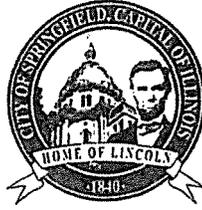
Exhibit APROPOSED EXPANSION TO FAR EAST TIF DISTRICT
LEGAL DESCRIPTION

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.



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

October 21, 2025

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 5/11-74.1et 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, MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, Lumber Lane, and Adirondack.

Sincerely,

A handwritten signature in black ink, appearing to read "Misty Buscher", followed by a long horizontal line extending to the right.

Misty Buscher
Mayor



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

Sr. Assistant Corporation Counsel
Kateah McMasters
Charles Munson
Michael Hampleman
Robert Hogue

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

Phone: (217) 789-2393
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Assistant Corporation Counsel
Emily Rosenberger
Charles Kenney

GREGORY E. MOREDOCK
Corporation Counsel

Email
gregory.moredock@springfield.il.us

October 21, 2025

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

Re: Comments at the January 21, 2025, Springfield City Council Meeting

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, MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, and Lumber Lane Tax Increment Finance Districts.

Yours truly,

Gregory E. Moredock
Corporation Counsel

ATTACHMENT D- Statement Setting Forth Activities:

1-ADIRONDACK- There was no activity in this tax increment district.

2-CENTRAL AREA (DOWNTOWN)- The City provided \$1,400,000 to the Sangamon County Treasurer for property tax rebates to taxing district, \$34,515.83 was paid to the City's Water Department for installation of water lines for fire prevention purposes, \$200,000 to HMN Properties LLC for reimbursement of redevelopment costs, \$5,000 to the Springfield Art Association for a water line replacement, \$187,300 to Acree Company LLC for a housing development project reimbursement, \$578,933.05 to ESP II LLC for reimbursement of an acquisition and redevelopment project, \$64,725.85 was expended for administrative costs including payroll.

3-DIRKSEN PARKWAY COMMERCIAL- There was no activity in this tax increment district.

4-ENOS PARK NEIGHBORHOOD- \$200,000 was paid to WRS Legacy LLC for redevelopment project reimbursement, \$5,847.50 was paid for a residential rehab project, \$10,000 was paid to Sangamon Donuts LLC for a rehab project and \$58,757.50 was expended for administrative costs including payroll.

5-FAR EAST SIDE- \$86,705.75 was paid for seven residential rehab projects, \$1,197,478.36 was paid to Sangamon Construction for work on a low-income housing project, \$392,657.50 was paid to Prairie Land Title Inc for acquisition of a Community Development Center and \$58,934.83 was expended for administrative costs including payroll.

6-LUMBER LANE- \$39,835.06 was paid to Lumberyard Suppliers Inc for partial project reimbursement.

7-MACARTHUR BOULEVARD CORRIDOR- The City of Springfield provided \$131,813.92 to Hy-Vee, Inc. for partial redevelopment reimbursement.

8-NORTHEAST- The City of Springfield provided \$245,511 to Sangamon County for TIF surplus payment.

9-PEORIA ROAD- There was no activity in this tax increment district.

10-SHA (MADISON PARK PLACE)- \$47,240 was paid to Moving Pillsbury Forward for demolition reimbursement and \$58,709.52 was expended for administrative costs including payroll.

**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 1 day of August, 2024, 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 **Annette Teiko**, “Homeowner” residing at 2002 E. Kansas 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 2002 E. Kansas St. within the Far East Tax Increment Financing District (“Far East”) in Springfield, Illinois. The City intends to provide the Homeowner with a 75/25 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 \$11,693.00, 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 \$11,693.00 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 roof. 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 Six Hundred Ninety-three dollars and 00/100 cents (\$11,693.00) or 75% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation “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.

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. 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 2002 E. Kansas 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 2: 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. Copy of Recorded Deed showing proof of ownership.

D. Documentation of Homeowner's insurance.

E. Current real estate bill.

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

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

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

SECTION 3: 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 29, 2024 if no building permit is required and shall be completed no later than November 30, 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 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 4: 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 5: 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14: 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 15: 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: Annette Teiko
2002 E. Kansas 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 16: 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 17: 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 18: 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: 
Misty Buscher, Mayor *GEM*

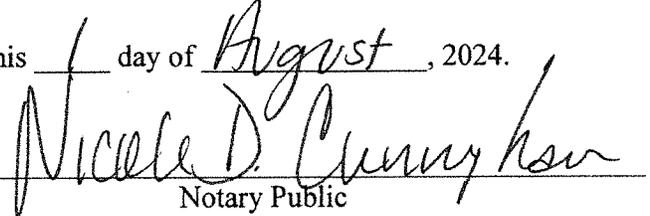
STATE OF ILLINOIS

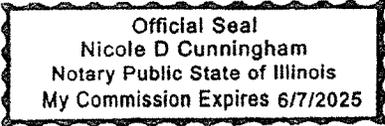
)
) SS.

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 1 day of August, 2024.

Notary Public



[Remainder of Page Intentionally Left Blank]

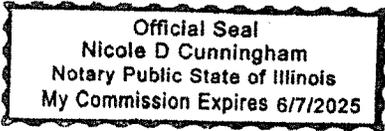
HOMEOWNER: Annette Teiko

By: Annette Teiko

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 1 day of August, 2024, before me personally appeared **Annette Teiko**, 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.

Nicole D Cunningham
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 12 day of April, 2024, 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 **Kenneth Greer**, "Homeowner" residing at 1610 E. Cook Street, 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 1610 E. Cook Street 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 \$20,774.00, 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 \$20,774.00 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 Twenty Thousand Seven Hundred Seventy-four dollars and no cents (\$20,774.00) 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 siding and windows

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 1610 E. Cook Street, 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 April 12 2024 if no building permit is required and shall be completed no later than June 5, 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 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: Kenneth Greer
1610 E. Cook Street
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.

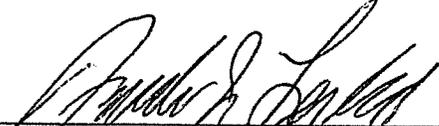
SECTION 22: COUNTERPARTS

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

By: 

Mayor Misty Buscher *GEM*

STATE OF ILLINOIS

)

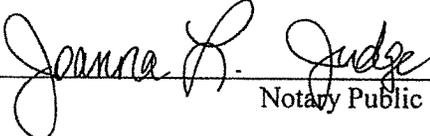
) SS.

COUNTY OF SANGAMON

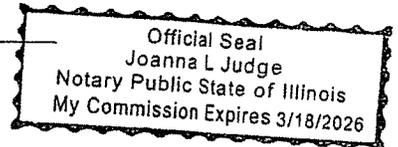
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I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that Misty Buscher, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me be the City Clerk 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 April, 2024.



Notary Public



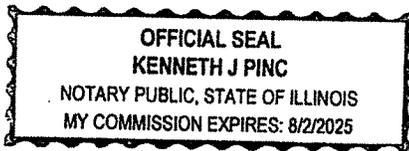
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HOMEOWNER: Kenneth Greer

By: *Kenneth Greer*

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 12 day of April, 2024, before me personally appeared **Kenneth Greer**, 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 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, 2025, 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 **Leon Berry**, "Homeowner" residing at 1013 S. 13th 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 1013 S. 13th St. within the Far East Tax Increment Financing District ("Far East") in Springfield, Illinois. Homeowner previously received exterior rehabilitation assistance for windows and siding (approximately 400 sq ft on the front of the residence). The City intends to provide the Homeowner with a 90/10 matching grant for additional 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 \$13,723.00, 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 \$13,723.00 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 Thirteen Thousand Seven Hundred Twenty-three dollars and 00/100 cents (\$13,723.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner shall provide proof of payment to the City for their 10% share of the costs which shall be provided before or 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 remaining siding that was not previously repaired or repalced.✂

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, provided that Homeowner has provided proof of payment to the City for their 10% share of the costs for 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 1013 S. 13th 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 2: 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. Proof of payment for their 10% share of the costs for the Project (if already paid in whole or in part as a deposit).

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 3: 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 ~~43~~

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or April 16, 2025 if no building permit is required and shall be completed no later than September 30, 2025 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 4: 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.

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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.

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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.

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

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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.

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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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14: 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 15: 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: Leon Berry
1013 S. 13th 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 16: 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 17: 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 18: COUNTERPARTS

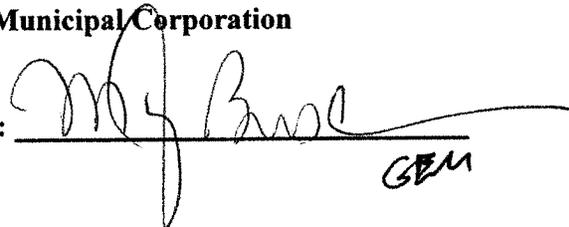
If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

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**

By: _____


GEM

Charles L. Redpath, Sr., City Clerk

Misty Buscher, Mayor

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 **Charles L. Redpath, Sr.**, 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 _____ day of _____, 2025.

Notary Public

[Remainder of Page Intentionally Left Blank]

HOMEOWNER: Leon Berry

By: Leon Berry

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 11 day of April, 2025, before me personally appeared **Leon Berry**, 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 November 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 **Norkiesha Land**, "Homeowner" residing at 1221 E. Jackson 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 1221 E. Jackson 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 \$21,222.00, 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 \$21,222.00 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 Twenty-one Thousand Two Hundred and Twenty-two dollars and no cents (\$21,222.00) 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, doors and front 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 1221 E. Jackson 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 November 3, 2023 if no building permit is required and shall be completed no later than March 31, 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 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: Norkiesha Land
1221 E. Jackson 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.

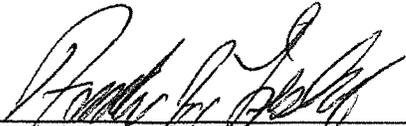
SECTION 22: COUNTERPARTS

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.

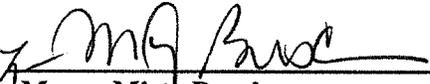
IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation



Frank J. Lesko, City Clerk

By: 

Mayor Misty Buscher

STATE OF ILLINOIS

)

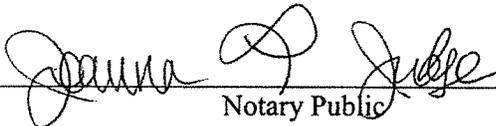
) SS.

COUNTY OF SANGAMON

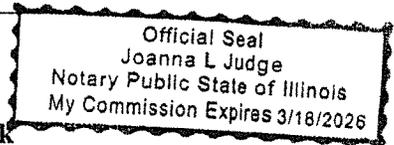
)

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 21 day of Nov., 2023.



Notary Public



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HOMEOWNER: Norkiesha Land

By: Norkiesha Land

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 2nd day of November, 2023, before me personally appeared **Norkiesha Land**, 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 18 day of October, 2024, 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 **Sherri R. Hamilton**, "Homeowner" residing at 916 S. Livingston 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 916 S. Livingston 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 \$13,285.00, 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 \$13,285.00 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 Thirteen Thousand Two Hundred and Eight-five dollars (\$13,285.00) or 90% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner shall provide proof of payment to the City for their 10% share of the costs which shall be provided before or 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 roof and windows

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, provided that Homeowner has provided proof of payment to the City for their 10% share of the costs for 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 916 S. Livingston 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 2: 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. Proof of payment for their 10% share of the costs for the Project (if already paid in whole or in part as a deposit).

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 3: 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 9, 2024 if no building permit is required and shall be completed no later than March 31, 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 4: 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 5: 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: 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 12: 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 13: 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 14: 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 15: 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: Sherri R. Hamilton
916 S. Livingston 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 16: 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 17: 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 18: COUNTERPARTS

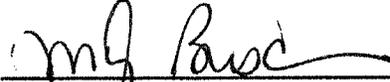
If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

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 *CEA*

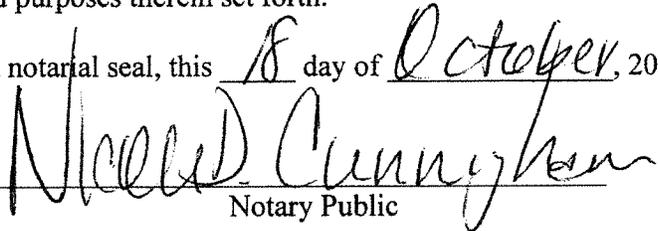
STATE OF ILLINOIS

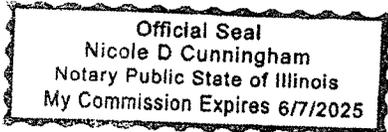
)
) SS.
)

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 18 day of October, 2024.


Notary Public



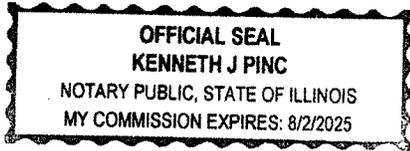
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HOMEOWNER: Sherri R. Hamilton

Sherri R. Hamilton

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 18 day of October, 2024, before me personally appeared **Sherri R. Hamilton**, known to me to be the person who executed the above and foregoing Exterior Rehabilitation Agreement and who this day represented to me that she is duly authorized to execute this Exterior Rehabilitation Agreement and executed this Exterior Rehabilitation Agreement as her free act and deed, in her 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 5 day of April, 2024, 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 **Yolanda J. Triplett**, "Homeowner" residing at 1131 South 17th Street, 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 1131 South 17th Street 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 \$7,481.00, 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 \$7,481.00 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 Seven Thousand Four Hundred Eighty-one dollars and no cents (\$7,481.00) 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 front porch and exterior doors

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 1131 South 17th Street, 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 April 8, 2024 if no building permit is required and shall be completed no later than November 8, 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 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: Yolanda J. Triplett
1131 South 17th Street
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:


Frank J. Lesko, City Clerk

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By: 
Mayor Misty Buscher 

STATE OF ILLINOIS

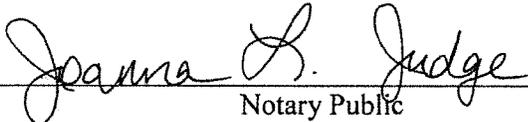
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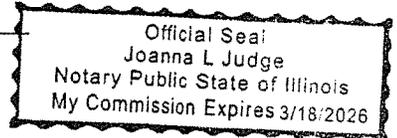
COUNTY OF SANGAMON

)

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 April, 2024.


Notary Public



Remainder of Page Intentionally Left Blank

HOMEOWNER: Yolanda J. Triplett

By:

[Handwritten signature of Yolanda J. Triplett]

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 3rd day of April, 2024, before me personally appeared **Yolanda J. Triplett**, 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.



[Handwritten signature of Julia Elizabeth Cave]

Notary Public

REDEVELOPER AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD, ILLINOIS AND
THE SPRINGFIELD PROJECT**

THIS AGREEMENT, entered into on or as of the 9 day of August, 2024 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 **The Springfield Project**, a non-profit organization located at 1100 South Grand Avenue East, Springfield, Illinois 62702, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Far East Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and,

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Far East TIF Area, a copy of which Plan is on file with the City Clerk of the City of Springfield; and,

WHEREAS, the Redeveloper is an Illinois not-for-profit corporation; and,

WHEREAS, in furtherance of its corporate purpose, the Redeveloper has heretofore contracted to purchase parcels of property bearing the street addresses of 1104 South Grand Avenue East and 1110 South Grand Avenue East (collectively the "Site"), both located in the Far East TIF Area; and,

WHEREAS, the Redeveloper has secured financial commitments from federal and local governments, to pay for the Project (as defined herein); and,

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the completion of the Project; and,

WHEREAS, the Redeveloper cannot complete the Project without financial assistance from the City through the Far East TIF Area; and,

WHEREAS, the City believes that the project is in the best interest of the City and the

health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and,

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and,

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed Five Hundred Thousand dollars (\$500,000) of incurred cost to assist Redeveloper with the Project to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and,

WHEREAS, the Redeveloper is willing to complete the Project upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

“Agreement” means this Redeveloper Agreement and all addenda and exhibits hereto.

“Authorized Representative” means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

“City” means the City of Springfield, Illinois.

“Plan” or “Development Plan” shall have the meaning set forth in the preamble to this Agreement.

“Project” means: purchase and renovation of the Site in accordance with the terms and conditions of this Agreement and applicable law, for use that complies with its corporate purpose which includes a commercial kitchen, co-working space, and associated offerings pertaining to technology and/or technical instruction, all within the Site.

"Project costs" means only those costs as specified in the particular provision.

"Redeveloper" means The Springfield Project, CAP 1908, and their successors.

"Redevelopment Assistance", sometimes "Assistance", means any payments to be made to Redeveloper from available tax increment funds for the Project.

"Site" means the real property located at 1104 and 1110 South Grand Avenue East, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement with the exception that direct payment may be made to the title company to pay for the property and closing costs.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Five Hundred Thousand dollars (\$500,000.00) to assist the Redeveloper with the Project. The funds to pay for the property and closing costs will be provided to the title company as a direct payment and not on a reimbursement basis, all other payments will be on a reimbursement basis. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as prescribed in the Act.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

The City shall make a direct payment to the title company to pay

Redeveloper's acquisition costs and related closing costs for the Site. In the event the purchase price and closing costs do not exceed \$500,000, the City shall reimburse the Redeveloper for all other eligible engineering and design costs incurred in relation to the scope of work at the Site up to the amount provided in paragraph B.1. of this Agreement. The City shall make no reimbursement of TIF funds to the Redeveloper prior to receiving proper invoices and copies of supporting documentation from the Redeveloper for the expenses incurred, with the exception of direct payment to the title company to pay for the property and closing costs. Redeveloper shall be held accountable to the City that it has complied with all applicable regulations and requirements pertaining to the expenditure of TIF funds. All Assistance to the Redeveloper shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. After the initial payment of purchase and closing costs, Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain 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 Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper 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 TIF Area Special Allocation 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 redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Far East TIF Area Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 12 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 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. 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. Redeveloper 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 Redeveloper

The Redeveloper agrees to purchase and renovate 1104 and 1110 South Grand Ave in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving any Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Documentation and verification that Redeveloper has paid State Prevailing Wage;

G. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

H. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'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 Project

If, during the course of initial demolition, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development 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 commence no later than thirty (30) days after execution of this Agreement, and shall be completed within twelve (12) months of the date of last execution hereof, 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 Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such

progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation or remediation with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper 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. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) 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.

J. Lien Waivers & Prevailing Wage

(a) This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on

public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: [http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

(b) All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

(c) Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: Office of Planning and Economic Development, City of Springfield, Illinois, 800 East Monroe, Room 108, Springfield, Illinois, 62701.

(d) If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation,

then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

(e) It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

(f) Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

K. Disclosure of Information

Redeveloper shall provide the City the following:

(a) A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

(b) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(c) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

(d) If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

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

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the proceeds funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement

with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Far East Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold 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 Site; (ii) any breach or default on the part of the Redeveloper 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 Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper 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 Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sub lessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sub lessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper 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 Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper 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 Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their 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.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

a) The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee.

b) During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

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

obligation.

K. Maintenance and Repair

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

L. No Damages for Delay

The Redeveloper 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.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement

by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION; AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction there over or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper 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 Redeveloper 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 Redeveloper 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; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

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 Redeveloper in default or breach of its obligations. Redeveloper 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 Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper 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 Redeveloper should default under any of the provisions of this Agreement and City incurs expenses under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest

from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

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

A. No Waiver by Delay

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, 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 redevelopment 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 Redeveloper 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.

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 Redeveloper, 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 redevelopment 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 Redeveloper 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: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper's non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

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 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

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 Redeveloper: The Springfield Project
Attention: Dominic Watson
1100 South Grand Ave East
Springfield, IL 62703

With a copy to: Anthony D. Schuering
Brown, Hay & Stephens, LLP
205 South 5th Street
P.O. Box 2459
Springfield, Illinois 62705-2459

Any party may add additional addresses or change 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

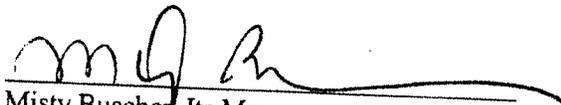
This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and the Redeveloper voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Redeveloper. By execution and delivery of this 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.

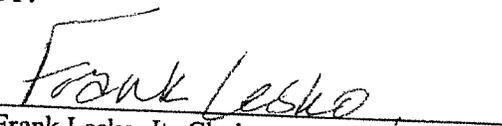
SECTION 22: COUNTERPARTS

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.

CITY:
THE CITY OF SPRINGFIELD, ILLINOIS

By: 
Misty Buscher, Its Mayor *GBM*

ATTEST:

Frank Lesko, Its Clerk *NC*

[SEAL]

REDEVELOPER:
THE SPRINGFIELD PROJECT

By: 
Its Duly Authorized Representative

STATE OF ILLINOIS)
)§
COUNTY OF SANGAMON)

On this 6th day of August, 2024, before me personally appeared Dominic Watson, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

[SEAL]


Notary Public

OFFICIAL SEAL
JUDY ANN SISSON
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 978858
MY COMMISSION EXPIRES SEPTEMBER 29, 2027

AN ORDINANCE AUTHORIZING EXPENDITURES NOT TO EXCEED \$500,000.00 TO THE SPRINGFIELD PROJECT COMMUNITY ACCESS PROJECT (CAP) 1908 FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 1104 E. SOUTH GRAND AVE. AND 1110 E. SOUTH GRAND AVE. IN SPRINGFIELD, ILLINOIS, AS AMENDED

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, The Springfield Project Community Access Project (CAP) 1908 is requesting assistance in the amount of \$500,000 for the purchase of 1104 and 1110 E. South Grand Ave. in Springfield, Illinois and associated redevelopment costs, including engineering and design costs; and

WHEREAS, the City has previously allocated \$197,000.00 into the CAP 1908 project to allow it to operate at 1100 E. South Grand Ave.; and

WHEREAS, The Springfield Project holds commitments in grant funding for the rehabilitation of buildings and programming from Congressional Representative Nikki Budzinski; and Illinois State Senator Doris Turner; and,

WHEREAS, The Springfield Project holds partnerships with the Small Business Development Center and other local entrepreneurs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

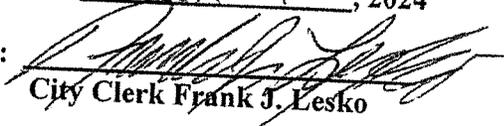
Section 1: The City hereby authorizes a TIF Redevelopment Agreement with The Springfield Project for the Community Access Project 1908 in an amount not to exceed \$500,000.00 from the Far East TIF subject City and State Requirements for TIF projects for the purchase of the properties within the common address of 1104 E. South Grand Ave. and 1110 E. South Grand Ave. in Springfield, IL and for associated redevelopment costs, including engineering and design costs.

Section 2: The Office of Planning and Economic Development is hereby authorized and directed to enter into a TIF Redevelopment Agreement in accordance to the terms of this Ordinance, provided it has received a proper application and supporting documentation. The TIF Redevelopment Agreement may provide that payment for the purchase price and closing costs incurred by CAP 1908 for the purchase of 1104 and 1110 E. South Grand Ave. may be paid by the City directly to the title company as a part of closing. The Office of Budget and Management is hereby authorized to make a payment in the amount \$ of the purchase price and closing costs, not to exceed \$500,000, pursuant to the terms and conditions of the TIF Redevelopment Agreement authorized herein. In the event the purchase price and closing costs do not exceed \$500,000, then any further expenditures made pursuant to the TIF Redevelopment Agreement, including engineering and design costs, must be approved by City Council. The Mayor and City Clerk are hereby authorized to approve and execute any documents on behalf of the City to carry out the terms of this ordinance.

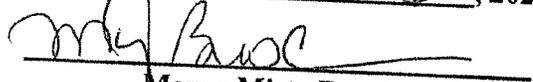
Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: March 5, 2024

RECORDED: March 7, 2024

ATTEST: 
City Clerk Frank J. Lesko

SIGNED: March 6, 2024


Mayor Misty Buscher

Approved as to legal sufficiency:

 3/6/24
Office of Corporation Counsel / Date

Proposed By: Alderman Gregory

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 2/6/2023

OFFICE REQUESTING: Office of City Council (Alderman Gregory)

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Funding Allocation

FISCAL IMPACT: \$ 500,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXPENDITURES NOT TO EXCEED \$500,000 TO THE SPRINGFIELD PROJECT COMMUNITY ACCESS PROJECT (CAP) 1908 FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 1104 E. SOUTH GRAND AVE. AND 1110 E. SOUTH GRAND AVE. IN SPRINGFIELD, ILLINOIS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: THE SPRINGFIELD PROJECT/CAP 1908

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes No

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Low Bid

Other: _____

Low Bid Meeting Specs

Exception: _____

Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	062	111	DEVL	FARE	2110	233,825.30
2	062	111	DEVL	FARE	2110	171,344.00
3	062	111	DEVL	FARE	2110	94,780.00
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	062	111	DEVL	FARE	2110	500,000.00
2	062	111	DEVL	FARE	2110	94,780.00
3	062	111	DEVL	FARE	2110	171,344.00
4						

233,815.30

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Approximately \$1,250,000 of HUD funding was removed as a source of funding for improvements to Poplar Place via a floor amendment to Agenda Item 2023-610 on January 16, 2024. This Ordinance will authorize the Office of Planning and Economic Development to allocate \$500,000 of this funding for CAP 1908 to purchase the Madison Furniture and Glass Shop buildings immediately adjacent to the current CAP 1908 property on South Grand Ave.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

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 28, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes				
Property Taxes	\$ 790,000	790,000	733,369	(56,631)
Investment Income	30,000	30,000	77,544	47,544
Total Revenues	820,000	820,000	810,913	(9,087)
Expenditures				
Economic Development				
Personal Services	66,325	66,325	58,656	7,669
Contractual Services	1,000	1,000	225	775
Electronic Data Processing	1,300	1,300	55	1,245
Awards and Grants	2,500,000	2,500,000	1,676,842	823,158
Refunds	2,000	2,000	—	2,000
Total Expenditures	2,570,625	2,570,625	1,735,778	834,847
Net Change in Fund Balance	(1,750,625)	(1,750,625)	(924,865)	825,760
Fund Balance - Beginning			3,953,422	
Fund Balance - Ending			3,028,557	



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INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE

October 29, 2025

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 28, 2025, and have issued our report thereon dated October 29, 2025. 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 Adirondack Tax Increment Financing District, the Special Allocation Project Account (Downtown Tax Increment Financing District), the Dirksen Parkway Commercial Redevelopment Area Tax Increment Financing District, the ENOS Park TIF Project Tax Increment Financing District, the South Grand Point TIF Project Tax Increment Financing District, the Lumber Lane Tax Increment Financing Redevelopment Project Area, the MacArthur Tax Increment Financing District, the Northeast Tax Increment Financing Project, the Peoria Road Tax Increment Financing Project Redevelopment Project Area, and the Madison Park Place Tax Increment Financing Project, 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.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP