

FY 2022
ANNUAL TAX INCREMENT FINANCE
REPORT



STATE OF ILLINOIS
COMPTROLLER
SUSANA A. MENDOZA

Name of Municipality: City of Springfield Reporting Fiscal Year: 2022
County: Sangamon Fiscal Year End: 2/28/2022
Unit Code: 083/120/30

FY 2022 TIF Administrator Contact Information-Required

First Name: Ravi Last Name: Doshi
Address: 800 East Monroe, Room 107 Title: TIF Administrator
Telephone: (217) 789-2377 City: Springfield Zip: 62701
E-mail: ravi.doshi@springfield.il.us

I attest to the best of my knowledge, that this FY 2022 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.].

11.1.22

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

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
Central Area (Downtown)	11/29/1981	12/27/2028
Far East Side	2/23/1995	2/22/2030
Enos Park Neighborhood	12/16/1997	12/15/2020
SHA (Madison Park Place)	12/16/1999	12/15/2022
Northeast	12/2/2003	12/1/2026
Jefferson Crossing	9/7/2007	9/7/2030
MacArthur Boulevard Corridor	2/21/2012	2/21/2035
Dirksen Parkway Commercial	12/18/2012	12/18/2035
Peoria Road	11/7/2017	11/7/2039
Lumber Lane	10/30/2018	10/30/2041

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

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

FY 2022

Name of Redevelopment Project Area:

Far East Side

Primary Use of Redevelopment Project Area*: Combination/Mixed

*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

If "Combination/Mixed" List Component Types: Retail/Residential

Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):

Tax Increment Allocation Redevelopment Act

☒

Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

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

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

FY 2022

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 \$ 3,460,949

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	\$ 597,677	\$ 10,264,678	83%
State Sales Tax Increment		\$ 766,430	6%
Local Sales Tax Increment		\$ 347,986	3%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 11,358	\$ 487,299	4%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other ()	\$ 1,870	\$ 430,291	4%

All Amount Deposited in Special Tax Allocation Fund \$ 610,905Cumulative Total Revenues/Cash Receipts \$ 12,296,684 100%Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 135,820Transfers to Municipal Sources \$ -Distribution of Surplus Total Expenditures/Disbursements \$ 135,820Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 475,085Previous Year Adjustment (Explain Below) \$ -FUND BALANCE, END OF REPORTING PERIOD* \$ 3,936,034

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

Previous Year Explanation:

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

FY 2022

Name of Redevelopment Project Area:

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	29,869	
Contractual Services	4,453	
		\$ 34,322
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.		
Redevelopment projects	18,583	
		\$ 18,583
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A
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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.		
Abandoned Properties Acquisition	82,915	
		\$ 82,915
TOTAL ITEMIZED EXPENDITURES		\$ 135,820

[illegible]

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

FY 2022

Name of Redevelopment Project Area:

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

\$ 3,936,034

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

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Office of Public Works - Infrastructure Improvements		\$ 3,500,000
Far East TIF Home Owner Rehabilitation		\$ 268,751
Far East First Responder Home Owner Rehabilitation		\$ 100,000
Acquisition		\$ 100,000
Total Amount Designated for Project Costs		\$ 3,968,751

TOTAL AMOUNT DESIGNATED

\$ 3,968,751

SURPLUS/(DEFICIT)

\$ (32,717)

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

FY 2022

Name of Redevelopment Project Area:

Far East Side

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

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	1517 E Brawn
Approximate size or description of property:	0721100S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (2):	
Street address:	1217 E Brawn
Approximate size or description of property:	0721060S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (3):	
Street address:	1308 E Lawrence
Approximate size or description of property:	0721019S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (4):	
Street address:	1211 E Brawn
Approximate size or description of property:	0721059S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (5):	
Street address:	821 14th St
Approximate size or description of property:	0721018S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (6):	
Street address:	1217 11th St
Approximate size or description of property:	0721053S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (7):	
Street address:	1530 E brawn
Approximate size or description of property:	0721103S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (8):	
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Street address:	1217 E Brawn
Approximate size or description of property:	0721061S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (9):	
Street address:	1129 11St
Approximate size or description of property:	0721052S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (10):	
Street address:	815 14th St
Approximate size or description of property:	0721017S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (11):	
Street address:	1227 E Brawn
Approximate size or description of property:	0721062S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (12):	
Street address:	1512 E Brawn
Approximate size or description of property:	0721072S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (13):	
Street address:	914 12St
Approximate size or description of property:	0721021S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (14):	
Street address:	1125 12th St
Approximate size or description of property:	0721057S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (15):	
Street address:	1134 11th St
Approximate size or description of property:	0721055S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (16):	
Street address:	1322 E Edward
Approximate size or description of property:	0721008S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (17):	
Street address:	1222 11th St
Approximate size or description of property:	0721054S

Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (18):	
Street address:	923 13th St
Approximate size or description of property:	0721022S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (19):	
Street address:	1231 12th St
Approximate size or description of property:	0721058S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (20):	
Street address:	1317 E Cook
Approximate size or description of property:	0721009S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (21):	
Street address:	1224 S 11th
Approximate size or description of property:	0721056S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (22):	
Street address:	912 S 12th
Approximate size or description of property:	0721020S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (9):	
Street address:	15080 E Brawn
Approximate size or description of property:	0721071S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (23):	
Street address:	1016 S 16th
Approximate size or description of property:	0721095S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (24):	
Street address:	713 S 14th
Approximate size or description of property:	0721012S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (25):	
Street address:	1308 E Brawn
Approximate size or description of property:	0721068S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (26):	
Street address:	1528 E Cook
Approximate size or description of property:	0721075S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (27):	
Street address:	1304 E Brawn
Approximate size or description of property:	0721067S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (28):	
Street address:	928 S 13th
Approximate size or description of property:	0721023S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (29):	
Street address:	917 S 14th
Approximate size or description of property:	0721025S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (30):	
Street address:	901 S 14th
Approximate size or description of property:	0721024S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (31):	
Street address:	1524 E Cook
Approximate size or description of property:	0721073S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (32):	
Street address:	1311 SGE
Approximate size or description of property:	0721070s
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (33):	
Street address:	1921 E Lawrence
Approximate size or description of property:	0721097S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (34):	
Street address:	1305 SGE
Approximate size or description of property:	0721069S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (35):	
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Street address:	1004 S 16th
Approximate size or description of property:	0721093S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (36):	
Street address:	1524 E Cook
Approximate size or description of property:	0721074S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (37):	
Street address:	1012 S 16th
Approximate size or description of property:	0721094S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (38):	
Street address:	706 S 14th
Approximate size or description of property:	0721011S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (39):	
Street address:	1923 E Lawrence
Approximate size or description of property:	0721098S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (40):	
Street address:	700 S 14th
Approximate size or description of property:	0721010S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (41):	
Street address:	1928 E Cook
Approximate size or description of property:	0721096S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (42):	
Street address:	2229 SGE
Approximate size or description of property:	0721106s
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (43):	
Street address:	2311 SGE
Approximate size or description of property:	0721110S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (44):	
Street address:	2305 SGE
Approximate size or description of property:	0721107S

Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (45):	
Street address:	2225 SGE
Approximate size or description of property:	0721105S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (46):	
Street address:	2234 E Brawn
Approximate size or description of property:	0721104S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (47):	
Street address:	2309 SGE
Approximate size or description of property:	0721109S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (48):	
Street address:	2307 SGE
Approximate size or description of property:	0721108S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (49):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (50):	
Street address:	1030 14th St
Approximate size or description of property:	Item 0721045S
Purchase price:	\$750.00
Seller of property:	Sangamon County

Property (51):	
Street address:	1013 16th St
Approximate size or description of property:	0721092S
Purchase price:	750.00
Seller of property:	Sangamon County

Property (52):	
Street address:	931 15th St
Approximate size or description of property:	0721028S
Purchase price:	750.00
Seller of property:	Sangamon County

Property (53):	
Street address:	724 SGE
Approximate size or description of property:	0721112S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (54):	
Street address:	850 N 8th
Approximate size or description of property:	0721005S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (55):	
Street address:	1113 SGE
Approximate size or description of property:	0721115S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (56):	
Street address:	1022 N 5th
Approximate size or description of property:	0721116S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (57):	
Street address:	924 S 16th
Approximate size or description of property:	0721084S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (58):	
Street address:	920 S 16th
Approximate size or description of property:	721082
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (59):	
Street address:	1224 13th St
Approximate size or description of property:	0721064S
Purchase price:	\$750.00
Seller of property:	Sangamon County

Property (60):	
Street address:	1024 S 12th
Approximate size or description of property:	0721034S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (61):	
Street address:	926 S 16th
Approximate size or description of property:	0721085S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (62):	
Street address:	1320 SGE
Approximate size or description of property:	0721113S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (63):	
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Street address:	928 S 16th
Approximate size or description of property:	0721090S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (64):	
Street address:	1028 S 12th
Approximate size or description of property:	0721035S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (65):	
Street address:	911 S 17th
Approximate size or description of property:	0721087S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (66):	
Street address:	927 S 17th
Approximate size or description of property:	0721089S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (67):	
Street address:	907 S 17th
Approximate size or description of property:	0721086S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (68):	
Street address:	1002 S 12th
Approximate size or description of property:	0721039S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (69):	
Street address:	911 S 16th
Approximate size or description of property:	0721081S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (70):	
Street address:	1011 S 13th
Approximate size or description of property:	0721038S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (71):	
Street address:	1008 S 12th
Approximate size or description of property:	0721032S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (72):	
Street address:	1012 S 12th
Approximate size or description of property:	0721033S

Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (73):	
Street address:	1001 S 13th
Approximate size or description of property:	0721036S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (74):	
Street address:	922 S 16th
Approximate size or description of property:	0721083S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (75):	
Street address:	1005 S 13th
Approximate size or description of property:	0721037S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (76):	
Street address:	923 S 17th
Approximate size or description of property:	0721088S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (77):	
Street address:	1607 Clay
Approximate size or description of property:	0721091S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (78):	
Street address:	1509 Clay
Approximate size or description of property:	0721031S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (79):	
Street address:	901 S 16th
Approximate size or description of property:	0721079S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (80):	
Street address:	813 S 13th
Approximate size or description of property:	0721015S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (81):	
Street address:	830 S 12th
Approximate size or description of property:	0721013S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (82):	
Street address:	906 S 15th
Approximate size or description of property:	0721029S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (83):	
Street address:	809 S 13th
Approximate size or description of property:	0721014S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (84):	
Street address:	827 S 13th
Approximate size or description of property:	0721016S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (85):	
Street address:	912 S 15th
Approximate size or description of property:	0721030S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (86):	
Street address:	913 S 15th
Approximate size or description of property:	0721027S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (87):	
Street address:	907 S 16th
Approximate size or description of property:	0721080S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (88):	
Street address:	909 S15th
Approximate size or description of property:	0721026S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (89):	
Street address:	909 S 15th
Approximate size or description of property:	0721114S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (90):	
Street address:	1030 S 13th
Approximate size or description of property:	0721041S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (91):	
----------------	--

Street address:	1000 S 15th
Approximate size or description of property:	0721047S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (92):	
Street address:	1716 E Stuart
Approximate size or description of property:	0721101S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (93):	
Street address:	1718 E Stuart
Approximate size or description of property:	0721102S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (94):	
Street address:	1028 S 13th
Approximate size or description of property:	0721040S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (95):	
Street address:	1023 S 14th
Approximate size or description of property:	0721024S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (96):	
Street address:	1022 S 15th
Approximate size or description of property:	0721021S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (97):	
Street address:	830 S 16th
Approximate size or description of property:	0721076S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (98):	
Street address:	1002 S 15th
Approximate size or description of property:	0721048S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (99):	
Street address:	1026 S 14th
Approximate size or description of property:	0721044S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (100):	
Street address:	1027 S 15th
Approximate size or description of property:	0721046S

Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (101):	
Street address:	1016 S 15th
Approximate size or description of property:	0721050S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (102):	
Street address:	827 S 17th
Approximate size or description of property:	0721078S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (103):	
Street address:	1027 S 14th
Approximate size or description of property:	0721043S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (104):	
Street address:	807 S 17th
Approximate size or description of property:	0721077S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (105):	
Street address:	1202 S 13th
Approximate size or description of property:	0721063S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (106):	
Street address:	315 E Brawn
Approximate size or description of property:	0721066S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (107):	
Street address:	1227 S 16th
Approximate size or description of property:	0721099S
Purchase price:	805.00
Seller of property:	Sangamon County

Property (108):	
Street address:	1006 S 15th
Approximate size or description of property:	0721049S
Purchase price:	\$805.00
Seller of property:	Sangamon County

Property (109):	
Street address:	1209 S 14th
Approximate size or description of property:	0721065S
Purchase price:	\$805.00
Seller of property:	Sangamon County

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

FY 2022

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

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)	\$ 323,557	\$ 20,080	\$ 343,637
Public Investment Undertaken	\$ 669,202	\$ 20,080	\$ 687,412
Ratio of Private/Public Investment	44/91		1/2

Project 1*: Projects Closed Out In Previous Years

Private Investment Undertaken (See Instructions)	\$ 243,007		\$ 243,007
Public Investment Undertaken	\$ 587,412		\$ 587,412
Ratio of Private/Public Investment	12/29		12/29

Project 2*: Far East Homeowner Rehabilitation Program

Private Investment Undertaken (See Instructions)	\$ 80,550	\$ 20,080	\$ 100,630
Public Investment Undertaken	\$ 81,790	\$ 20,080	\$ 100,000
Ratio of Private/Public Investment	65/66		1

Project 3*:

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

Project 4*:

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

Project 5*:

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

Project 6*:

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

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

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

FY 2022

Name of Redevelopment Project Area:

Far East Side

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

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

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

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

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

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

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

N/A

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

FY 2022

Name of Redevelopment Project Area:

Far East TIF

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

See attached legal description and map.

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

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area:

Far East TIF

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

Year of Designation	Base EAV	Reporting Fiscal Year EAV
1995	\$ 14,192,332	\$ 19,116,092

List all overlapping tax districts in the redevelopment project area.

If overlapping taxing district received a surplus, list the surplus.

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

[illegible]

EXHIBIT A

**SPRINGFIELD FAR EAST SIDE TAX INCREMENT
REDEVELOPMENT PROJECT AREA**

The Redevelopment Project area consists of the territory legally described as follows:

From the Southeast corner of the Southwest Quarter of Section 36, Township 16 North, Range 5 West of the Third Principal Meridian, North 0° 28' 45" West, 129.87 feet; thence South 89° 16' 30" West, 58.12 feet; thence South 89° 31' 15" West, 20 feet, thence South 37° 47' 40" West, 98.06 feet; thence South 89° 16' 30" West, 895.00 feet to the point of beginning; thence North 0° 35' 40" East, 1690.76 feet to the South right-of-way line of State Bond Route #29 as originally dedicated; thence Northwesterly along said South right-of-way line of State Bond Route #29 to its intersection with the South right-of-way line of Cook Street, thence westerly along the south right-of-way line of Cook Street to the East right-of-way line of 14th Street, thence southerly along the east right-of-way line of 14th Street to the north right-of-way line of South Grand Avenue, thence easterly along the north right-of-way line of South Grand Avenue to the point of beginning; and including an area south of South Grand Avenue described as Lots 1 and 2 of Wanless Place 3rd plat, except the east 120 feet of Lot 2.

The approximate street location of the Redevelopment Project Area is as follows:

The area bounded on the west by 14th Street, on the north by Cook Street, on the south by South Grand Avenue and on the east by J.C. Penney & Co.

FILED

MAR 07 1995

Joseph T. Aiello
SANGAMON COUNTY CLERK

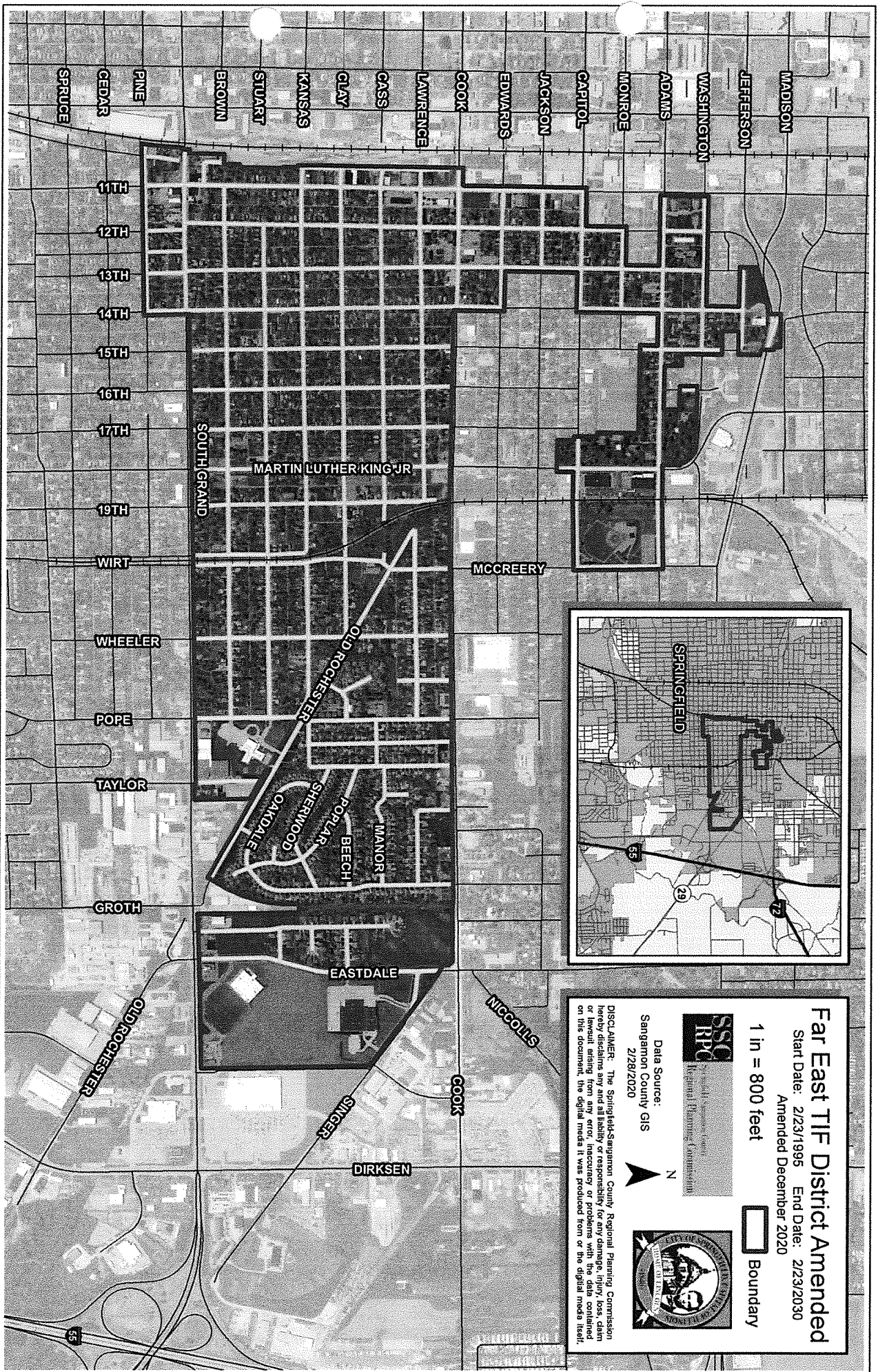
1526
SANGAMON COUNTY
ILLINOIS

95-06201

95 MAR -3 PM 2:16

Mary Ann Lamm
RECORDER

000407



Far East TIF District Amended

Start Date: 2/23/1995 End Date: 2/23/2030

Amended December 2020

1 in = 800 feet

 Boundary



Data Source:
Sangamon County GIS
2/28/2020



DISCLAIMER: The Springfield-Sangamon County Regional Planning Commission hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or problems with the data contained on this document, the digital media it was produced from or the digital media itself.



Office of Planning & Economic Development
City of Springfield, Illinois

James O. Langfelder
Mayor

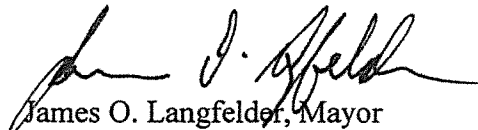
November 1, 2022

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

Dear Ms. Mendoza,

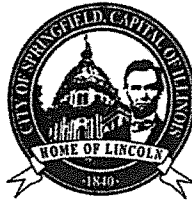
In my capacity as Mayor of the City of Springfield, a Illinois municipal corporation, I, James O. Langfelder certify that in the preceding fiscal year the City of Springfield, Illinois has complied with all requirements of the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.1 *et seq.*, as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

Sincerely,



James O. Langfelder, Mayor
City of Springfield

Sr. Assistant Corporation Counsel
Linda A. O'Brien
Steven C. Rahn
Kateah McMasters



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

Assistant Corporation Counsel
Brandon Woudenberg
Nicholas Correll

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

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

JAMES K. ZERKLE
Corporation Counsel

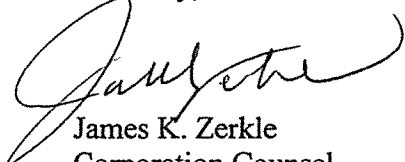
November 1, 2022

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 legal counsel for the City of Springfield, I have reviewed the procedures of the City in relation to the requirements 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 5/11-74.4-1 *et seq.*, and the Industrials Job Recovery Law, 65 ILCS 5/11-74.6-1 *et seq.*, for each redevelopment project area in the City, namely, the Central Area (Downtown), Far East, Enos Park, SHA (Madison Park Place), Northeast, Jefferson Crossing, MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, and Lumber Lane Tax Increment Finance Districts.

Sincerely,


James K. Zerkle
Corporation Counsel

ATTACHMENT D

CENTRAL AREA (DOWNTOWN)

Statement setting forth activities: The City of Springfield provided **\$2,525.00** to the Illinois Tax Increment Association for membership fees and registration. The city provided **\$1,400,000.00** to the Sangamon County Treasurer in property tax rebate. The city provided **\$500,000.00** to the Young Men's Christian Association of Springfield for a project. The city provided **\$25,000.00** to Innovate Springfield Inc for business training services.

FAR EAST

Statement setting forth activities: The City of Springfield provided **\$4,360.50** to City Water, Light & Power for postage. The city provided **\$90.00** to the Sangamon County Recorder for recording fees. The city provided **\$10,830.00** to homeowners for rehabilitation. The city provided **\$82,915.00** to Sangamon County as Trustee for purchase of surplus properties by ordinance.

ENOS PARK

Statement setting forth activities: The City of Springfield provided **\$25,859.48** to the Department of Public Works for demolition of unsafe and dangerous vacant structures. The City provided **\$500,000.00** to the Young Men's Christian Association for eligible project expenses. The City returned **\$14,250.00** to Cynthia Mehl for a homeowner exterior rehabilitation project that did not take place.

SHA (MADISON PARK PLACE)

Statement setting forth activities: The City of Springfield provided **\$165.12** to the Frye-Williamson Press for envelopes. The City provided **\$697.88** to the State Journal-Register for advertising. The City provided **\$56,927.65** to the PGAV Planners for consulting, studies, and redevelopment plans.

NORTHEAST

Statement setting forth activities: The City of Springfield provided **\$257,950.42** to Sangamon County for TIF surplus payment.

JEFFERSON CROSSING

Statement setting forth activities: The City of Springfield provided **\$28,109.91** to the Sangamon County Treasurer as a property tax increment refund for closure of the TIF.

MACARTHUR BOULEVARD CORRIDOR

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

DIRKSEN PARKWAY COMMERCIAL

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

PEORIA ROAD

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

LUMBER LANE

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

**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 15 day of ^{October}~~January~~, 2020, 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 Connie Drew, "Homeowner" residing at 1117 East Jackson, Springfield, Illinois.

This Agreement is for the exterior rehabilitation of a single family, owner occupied structure, no common walls or zero lot lines located at 1117 East Jackson within the Far East Tax Increment Financing District ("Far East") in Springfield, Illinois. The City intends to provide the Homeowner with a 50/50 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 \$7,474.50, 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 \$15,000 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 Seven Thousand Four Hundred and Seventy-Four dollars and Fifty cents (\$7,474.50) or 50% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner will escrow with the City their share of the 50% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

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

Repair or replace siding, front porch with awning, and tuck-pointing and masonry around the foundation.

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 50% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

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

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

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

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

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 1117 East Jackson, Springfield, Illinois in accordance with the law and this Agreement. Upon completion of the Project, the Homeowner's shall execute a recapture agreement to the City in substantially the form as found in Exhibit A attached hereto and incorporated herein.

**SECTION 3: CONDITIONS PRECEDENT TO RECEIVING EXTERIOR
REHABILITATION ASSISTANCE**

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

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

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

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

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

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

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

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

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

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

B. Changes in Plans

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

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

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or April 30, 2024 if no building permit is required and shall be completed no later than June 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 5: REPRESENTATIONS OF THE HOMEOWNER

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

A. Organization and Authorization

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

B. Certifications

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

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

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

B. Indemnification Covenants

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

C. Taxes

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

D Conveyances

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

E. Insurance

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

F. Maintenance and Repair

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

G. No Damages for Delay

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

H. No Debts to the City

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

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

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

SECTION 8: LIABILITY INSURANCE

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

SECTION 9: RIGHTS OF INSPECTION: AGENCY

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

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

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

1. Representations

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

2. Breach

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

B. Remedies on Default

1. Specific Performance or Damages

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

2. Restore Positions

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

C. Agreement to Pay Attorney's Fees and Expenses

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

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

A. No Waiver by Delay

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

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of

any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

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

SECTION 14: TITLES OF ARTICLES AND SECTIONS

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

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: Connie Drew
1117 East Jackson
Springfield, IL 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 James O. Langfelder

STATE OF ILLINOIS

)

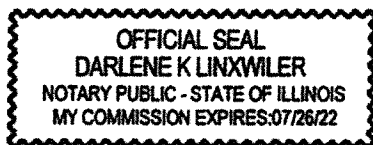
) SS.

COUNTY OF SANGAMON

)

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

Given under my hand and notarial seal, this 23 day of October, 2020.




Notary Public

Remainder of Page Intentionally Left Blank

HOMEOWNER: Connie Drew

By: Connie Drew

STATE OF ILLINOIS)

COUNTY OF SANGAMON)

On this 15th day of October, 2020, before me personally appeared Connie Drew, 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.

Carla Masten

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 16th day of September, 2021, 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 Amelia A. Williams, "Homeowner" residing at 820 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 820 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 50/50 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 \$1,870.00, 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 \$15,000 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 One Thousand Eight Hundred and Seventy dollars (\$1,870.00) or 50% of incurred costs, whichever is less, to assist Homeowner with the exterior rehabilitation "Project". Homeowner will escrow with the City their share of the 50% of costs which shall be paid out upon the completion of the Project. Exterior Rehabilitation Assistance shall only be used by Homeowner for eligible expenses.

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

Repair or replace roof

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 50% cost share that has been held in escrow by the City upon completion of the Project. Homeowner shall submit request for reimbursement with verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested.

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

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

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

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

C. Undertaking of Homeowner

The Homeowner agrees to rehabilitate the Home located at 820 S. Livingston 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 EXTERIOR REHABILITATION ASSISTANCE

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

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

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

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

D. Copy of Recorded Deed showing proof of ownership.

E. Documentation of Homeowner's insurance.

F. Current real estate bill.

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

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

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

SECTION 4: HOMEOWNER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

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

B. Changes in Plans

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

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

C. Time Limitations

The Project shall start no later than thirty (30) days after receipt of a building permit from Building and Zoning, or December 30, 2021 if no building permit is required and shall be completed no later than June 30, 2022 unless otherwise mutually agreed to in writing by the Parties.

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

D. Commencement and Completion Requirements

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

E. Progress Reports

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

F. Homeowner's Responsibility

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

G. No Obligations of City of Springfield

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

H. Recapture of Grant Funds

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

SECTION 5: REPRESENTATIONS OF THE HOMEOWNER

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

A. Organization and Authorization

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

B. Certifications

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

SECTION 6: ADDITIONAL COVENANTS OF THE HOMEOWNER

A. Homeowner's Existence; Operation of the Home

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

B. Indemnification Covenants

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

C. Taxes

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

D Conveyances

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

E. Insurance

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

F. Maintenance and Repair

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

G. No Damages for Delay

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

H. No Debts to the City

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

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

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

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

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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 9: RIGHTS OF INSPECTION: AGENCY

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

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

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

1. Representations

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

2. Breach

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

B. Remedies on Default

1. Specific Performance or Damages

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

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

2. Restore Positions

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

C. Agreement to Pay Attorney's Fees and Expenses

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

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A. No Waiver by Delay

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

B. Rights and Remedies Cumulative

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

SECTION 12: DELAY IN PERFORMANCE

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

SECTION 14: TITLES OF ARTICLES AND SECTIONS

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

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

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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: Amelia A. Williams
820 S. Livingston
Springfield, Illinois 62703

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

SECTION 20: BINDING EFFECT

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

SECTION 21: GOVERNING LAW

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

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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
Frank J. Lesko, City Clerk

By: James O. Langfelder
Mayor James O. Langfelder

STATE OF ILLINOIS

COUNTY OF SANGAMON

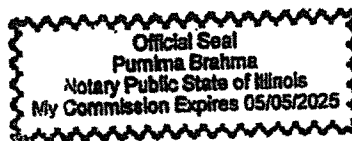
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) SS.
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I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that James O. Langfelder, personally known to me to be the Mayor of the City of Springfield, and Frank J. Lesko, personally known to me to 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 17 day of September, 2021.

PURNIMA BRAHMA
Notary Public

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HOMEOWNER: Amelia A. Williams

By: Amelia A Williams

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 16th day of September, 2021, before me personally appeared Amelia A. Williams, 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.

Carla Masten
Notary Public



**AN ORDINANCE AUTHORIZING THE PURCHASE OF VACANT OR
ABANDONED PROPERTIES ON THE TAX SALES LIST FROM
SANGAMON COUNTY, AS TRUSTEE, IN AN AMOUNT NOT TO EXCEED
\$87,745.00 FOR THE OFFICE OF PLANNING AND ECONOMIC
DEVELOPMENT, 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, Sangamon County, as Trustee, wishes to dispose of real property through the Tax Liquidation Program; and

WHEREAS, the City has an opportunity to obtain properties from Sangamon County, as Trustee, from the tax sales list; and

WHEREAS, the Office of Planning and Economic Development has identified 109 lots located in Office of Economic Planning and Development Incentive Areas including the Far East Tax Increment Finance District and Enterprise Zones owned by the Sangamon County Trustee for neighborhood development; and

WHEREAS, the properties are listed on Exhibit A attached hereto; and

WHEREAS, the City Purchasing Agent has determined, in writing, that this project is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends the purchase of vacant or abandoned properties for development in the amount of \$87,745.00 on the Tax Sales Properties list from Sangamon County Trustee; and

WHEREAS, the Office of Planning and Economic Development will use Far East TIF funds and other funds to purchase the 109 lots, these lots would provide an opportunity to develop/maintain greenspace for the neighborhood and provide an opportunity for residential and commercial development; and

WHEREAS, the Contracts for Purchase shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the execution of Contracts for the Purchase of Real Estate listed on the Tax Sale Properties list from Sangamon County, as Trustee, in an amount not to exceed \$87,745.00 and as shown on attached Exhibit A.

EXHIBIT A

Properties 1-103 -- TIF Funds

924 16TH ST	14-35.0-310-006	1224 13TH ST	14-34.0-481-006
920 16TH ST	14-35.0-310-004	1517 BROWN ST	14-35.0-355-011
1024 12TH ST	14-34.0-438-007	1217 BROWN ST	14-34.0-480-016
926 16TH ST	14-35.0-310-007	1308 LAWRENCE	14-34.0-431-022
1320 S GRAND AVE	22-03.0-204-005	1211 BROWN ST	14-34.0-480-015
928 16TH ST	14-35.0-310-018	821 14TH ST	14-34.0-431-017
1028 12TH ST	14-34.0-438-008	1217 11TH ST	14-34.0-452-014
911 17TH ST	14-35.0-310-012	1530 BROWN ST	14-35.0-359-003
927 17TH ST	14-35.0-310-016	1219 BROWN ST	14-34.0-480-017
907 17TH ST	14-35.0-310-011	1129 11TH ST	14-34.0-452-012
1002 12TH ST	14-34.0-438-019	815 14TH ST	14-34.0-431-015
912 16TH ST	14-35.0-310-003	1227 BROWN ST	14-34.0-480-020
1011 13TH ST	14-34.0-438-012	1512 BROWN ST	14-34.0-487-004
1008 12TH ST	14-34.0-438-003	914 12TH ST	14-34.0-434-004
1012 12TH ST	14-34.0-438-004	1125 12TH ST	14-34.0-453-022
1001 13TH ST	14-34.0-438-010	1134 11TH ST	14-34.0-453-010
922 16TH ST	14-35.0-310-005	1322 EDWARDS ST	14-34.0-285-009
1005 13TH ST	14-34.0-438-011	1122 11TH ST	14-34.0-453-005
923 17TH ST	14-35.0-310-015	923 13TH ST	14-34.0-434-012
1607 CLAY ST	14-35.0-310-019	1231 12TH ST	14-34.0-453-032
1509 CLAY ST	14-34.0-437-009	1317 COOK ST	14-34.0-285-016
901 16TH ST	14-35.0-309-001	1224 11TH ST	14-34.0-453-014
813 13TH ST	14-34.0-430-013	912 12TH ST	14-34.0-434-003
830 12TH ST	14-34.0-430-009	1508 BROWN ST	14-34.0-487-003
906 15TH ST	14-34.0-437-002	1016 16TH ST	14-35.0-314-007
809 13TH ST	14-34.0-430-012	716 14TH ST	14-34.0-428-005
827 13TH ST	14-34.0-430-016	1308 BROWN ST	14-34.0-485-005
912 15TH ST	14-34.0-437-004	1528 COOK ST	14-35.0-301-004
913 15TH ST	14-34.0-436-013	1304 BROWN ST	14-34.0-485-001
907 16TH ST	14-35.0-309-004	928 13TH ST	14-34.0-435-007
1030 13TH ST	14-34.0-439-009	917 14TH ST	14-34.0-435-014
1000 15TH ST	14-34.0-441-001	901 14TH ST	14-34.0-435-010
1716 STUART ST	14-35.0-357-004	1524 COOK ST	14-35.0-301-002
1718 STUART ST	14-35.0-357-005	1311 S GRAND AVE	14-34.0-485-013
1028 13TH ST	14-34.0-439-008	1921 LAWRENCE	14-35.0-326-020
1023 14TH ST	14-34.0-439-019	1305 S GRAND AVE	14-34.0-485-012
1022 15TH ST	14-34.0-441-009	1004 16TH ST	14-35.0-314-004
830 16TH ST	14-35.0-306-008	1526 COOK ST	14-35.0-301-003
1002 15TH ST	14-34.0-441-002	1012 16TH ST	14-35.0-314-006
1026 14TH ST	14-34.0-440-007	706 14TH ST	14-34.0-428-003
1027 15TH ST	14-34.0-440-016	1923 LAWRENCE	14-35.0-326-021
1016 15TH ST	14-34.0-441-007	700 14TH ST	14-34.0-428-001
827 17TH ST	14-35.0-306-015	1928 COOK ST	14-35.0-326-009
1027 14TH ST	14-34.0-439-020	2229 S GRAND AVE	14-35.0-453-027
807 17TH ST	14-35.0-306-010	2311 S GRAND AVE	14-35.0-453-032
1202 13TH ST	14-34.0-481-001	2305 S GRAND AVE	14-35.0-453-029
1315 BROWN ST	14-34.0-481-016	2225 S GRAND AVE	14-35.0-453-026
1227 16TH ST	14-35.0-355-010	2234 BROWN ST	14-35.0-453-010
1006 15TH ST	14-34.0-441-005	2309 S GRAND AVE	14-35.0-453-031
1209 14TH ST	14-34.0-481-013	2307 S GRAND AVE	14-35.0-453-030
1030 14TH ST	14-34.0-440-008		
1013 16TH ST	14-35.0-313-007		
931 15TH ST	14-34.0-436-016		

357-08-21

Properties 104-109 - Corporate Funds

724 E. S GRAND AVE.	22-03.0-103-016
850 N. 8TH ST	14-27.0-255-033
909 15TH ST	14-34.0-436-011
909 15TH ST	14-34.0-436-012
113 E. S GRAND AVE.	14-27.0-130-009
1022 N. 5TH ST.	14-34.0-454-012

357-08-21

Section 2: That the Mayor and City Clerk are hereby authorized to execute this ordinance and any documents on behalf of the City of Springfield which may be necessary to complete the purchase of these properties approved by this ordinance.

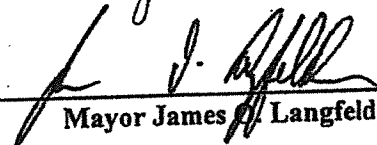
Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$87,745.00 to Sangamon County Trustee Payment Account (OSAN 6702) from account number 062-111-DEVL-FARE-2110 (\$82,915.00) for properties 1-103 and from account number 001-111-DEVL-DEVL-2110 (\$4,830.00) for properties 104-109 in accordance with the Contracts to Purchase Real Estate located in the Office of the City Clerk.

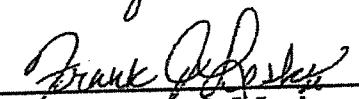
Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: August 17, 2021

SIGNED: August 23, 2021

RECORDED: August 23, 2021


Mayor James O. Langfelder

ATTEST: 
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder


Office of Corporation Counsel /Date



**Office of Planning & Economic Development
City of Springfield, Illinois**

**James O. Langfelder
Mayor**

Annual Joint Review Board Meeting
November 22, 2021
3:00 p.m.

This year, the Annual Joint Review Board Meeting will be held in-person, in the **Council Chambers** located on the 3rd Floor of the Municipal Center West Building.

Email Ravi D. Doshi at ravi.doshi@springfield.il.us with questions or call 217.789.2377 ext. 5477.

Agenda

- I. Introductions
- II. Explanation of JRB
- III. Review of Springfield's TIF Districts:
 - a. Central Area
 - b. Far East Side
 - c. Enos Park Neighborhood
 - d. S.H.A. (Madison Park Place)
 - e. Northeast
 - f. Jefferson Crossing
 - g. MacArthur Boulevard
 - h. Dirksen Parkway Commercial
 - i. Peoria Road
 - j. Lumber Lane
- IV. Public Comments
- V. Adjourn

Horath, Aaron W.

From: Wooden, Lynne
Sent: Monday, November 14, 2022 6:30 PM
To: Zerkle, James
Cc: Horath, Aaron W.; Langfelder, Jim; Frevert, Julia
Subject: Re: JRB Agenda November 22 2021.doc
Attachments: JRB Agenda November 18 2021.doc

Thanks,
Lynne

Sent from my iPhone

On Nov 14, 2022, at 5:16 PM, Zerkle, James <James.Zerkle@springfield.il.us> wrote:

Please see attached the agenda for the JRB meeting held last November 22, 2021 in the City Council chambers --- there would be an audio or video recording of the meeting --- thank you --- Jim Z

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, 2022

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes				
Property Taxes	\$ 670,000	670,000	597,677	(72,323)
Investment Income	7,200	7,200	11,358	4,158
Miscellaneous	20,000	20,000	1,870	(18,130)
Total Revenues	697,200	697,200	610,905	(86,295)
Expenditures				
Economic Development				
Personal Services	25,665	29,965	29,869	96
Contractual Services	360	4,760	4,453	307
Awards and Grants	4,000,000	3,991,300	101,498	3,889,802
Total Expenditures	4,026,025	4,026,025	135,820	3,890,205
Net Change in Fund Balance	(3,328,825)	(3,328,825)	475,085	3,803,910
Fund Balance - Beginning			3,460,949	
Fund Balance - Ending			3,936,034	



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE**

October 25, 2022

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, 2022, and have issued our report thereon dated October 25, 2022. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

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

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

Cordially,

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP