



SHELLY HUGGINS, CITY CLERK

CITY OF HERRIN

300 NORTH PARK AVENUE

HERRIN, ILLINOIS 62948

(618)942-3175 · Fax (618)988-9115

Email: shuggins@cityofherrin.com

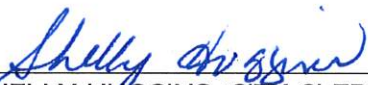
STATE OF ILLINOIS)
WILLIAMSON COUNTY)
CITY OF HERRIN)
CERTIFICATE OF PUBLICATION)

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk I am the keeper of the records and files of the City Council of said City.

I further certify that on December 27, 2023 the Corporate Authorities of the above municipality passed and approved Ordinance 40-2023 Authorizing the Execution of a Redevelopment Agreement between the City of Herrin and Farmers State Bank of Alto Pass Utilizing TIF and other actions related thereto.

The pamphlet form of Ordinance 40-2023, included the Ordinance and a cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building and on the municipality's website, commencing on December 28, 2023 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 28th day of December, 2023.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL

CITY OF HERRIN

ORDINANCE NO. 40-2023

AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HERRIN AND FARMERS STATE BANK OF ALTO PASS UTILIZING TIF AND OTHER ACTIONS RELATED THERETO

ADOPTED BY THE CITY COUNCIL OF THE CITY OF HERRIN, ILLINOIS, DECEMBER 27, 2023

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF THE CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, THIS 28TH DAY OF DECEMBER, 2023.

Shelly Huggins
City Clerk

ORDINANCE 40-2023

ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HERRIN, ILLINOIS AND FARMERS STATE BANK OF ALTO PASS UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO

WHEREAS, the City of Herrin, Illinois, (the "City") desires to develop, improve, and redevelop existing property within the established Herrin Tax Increment Financing Redevelopment Project Area #4 (the "TIF District") pursuant to the TIF District Act, 65 ILCS 5/11-74.1 et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the City will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the City of Herrin's TIF District; and,

WHEREAS, Farmers State Bank of Alto Pass (the "Developer") has submitted a proposal requesting consideration from the corporate authorities of the City for the use of special allocation funds collected pursuant to the TIF District to support a project which would cause for the development and improvement of certain property located within the TIF District for use in the operation of a new Farmers State Bank branch location; and,

WHEREAS, the City wishes to encourage the Developer to pursue a plan for improvement and development of property within the TIF District and make such expenditures as are reasonably necessary in that regard; and,

WHEREAS, the City has the ability and legal authority granted by the TIF Act to utilize special allocation funds collected pursuant to the TIF District to support economic development efforts in accordance with the goals of the established TIF Plan; and,

WHEREAS, the corporate authorities of the City finds that it is in the best interest of the City of Herrin to enter into a redevelopment agreement with the Developer for reimbursement of certain approved costs and expenses relating to the construction of improvements and development of certain property, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF HERRIN, ILLINOIS, AS FOLLOWS:

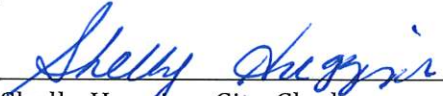
SECTION 1. The duly appointed Corporate Authority is hereby authorized to enter into a Redevelopment Agreement using Tax Increment Financing with Developer, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

SECTION 3. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF HERRIN, ILLINOIS ON THE 27th DAY OF DECEMBER, 2023.



Shelly Huggins, City Clerk

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Sheila Ahlgren				x
Alderman David Shoemake	x			
Alderman Randy Crompton				x
Alderman Paul York	x			
Alderman Steve Miller	x			
Alderman Scott Kinley				x
Alderman Bill Sizemore	x			
Alderman Marilyn Ruppel	x			

APPROVED BY THE MAYOR OF THE CITY OF HERRIN THIS 27TH DAY OF DECEMBER, 2023.



Steve Frattini, Mayor

ATTEST:



Shelly Huggins, City Clerk



SHELLY HUGGINS, CITY CLERK

CITY OF HERRIN

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Email: shuggins@cityofherrin.com

STATE OF ILLINOIS
WILLIAMSON COUNTY
CITY OF HERRIN

I, SHELLY HUGGINS, DO HEREBY CERTIFY that I am the duly qualified City Clerk of the City of Herrin, Illinois, Williamson County, and as such clerk I am the keeper of the records and files of the City Council of said City.

I further certify that on December 27, 2023 the Corporate Authorities of the above municipality passed and approved Ordinance 40-2023 Authorizing the Execution of a Redevelopment Agreement between the City of Herrin and Farmers State Bank of Alto Pass Utilizing TIF and other actions related thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 27th of December, 2023.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

FARMER STATE BANK OF ALTO PASS

HERRIN TIF #4

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “Agreement”) is entered into on this 27th day of December, 2023, by and between the CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the “City”), and FARMERS STATE BANK OF ALTO PASS, a private business (hereinafter known as the “Developer”).

RECITALS

- A. On June 22, 2020, in accordance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the “TIF Act”), the Mayor and City Council of the City (the “Corporate Authorities”) approved ordinances designating a Tax Increment Financing (TIF) Redevelopment Project Area (also known as the “TIF District” or “TIF #4”) and adopting the Herrin TIF Redevelopment Plan and Project #4 (the “Redevelopment Plan” or “TIF Plan”).
- B. The Developer has submitted a development proposal to the City for the performance of a project for development and improvement of certain property located within the TIF District which could not or would not be undertaken without the provision of TIF assistance from the City.
- C. The Corporate Authorities, after reviewing a development proposal submitted by the Developer and considering the benefits and impacts it will have on the City, believes that the Redevelopment Project as set forth herein, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the goals, objectives, and purposes specified in the Redevelopment Plan.

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a project located on certain property located at approximately 1720 S. Park Avenue and 1721 S. 13th Street in the City of Herrin, Illinois (Williamson County PIN(s): 02-31-202-011, 02-31-202-012, and all future subdivisions thereof) (the “Property”) which would cause for the construction and development of a new banking facility, parking area, and property access points, including the construction

and installation of all necessary infrastructure, utility services, and other work as may be expected or necessary to perform for such a project (the "Redevelopment Project").

The Redevelopment Project includes, but is not limited to:

- a) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- b) The construction, installation, and connection of all reasonably necessary infrastructure and utility services, including but not limited to: vehicle entrances, vehicle exits, parking areas, water service, sewer service, electrical service, stormwater services, and other similar components.
- c) The construction of a new banking facility and paved Property access points and parking areas.
- d) Any and all other site preparation, lot development, and construction reasonably required to prepare the Property for the proposed uses and in accordance with all federal, state, and local regulations of such a development and use.
- e) Any and all other site work, inspections, permitting and other work which may reasonably be required to complete the Redevelopment Project as proposed.

The Developer agrees that in order for the Redevelopment Project to be considered complete, the building(s) and property must be ready for occupation, prepared for the proposed uses, and be in compliance with all relevant building codes, ordinances, or other regulations.

The Developer agrees to have the Redevelopment Project substantially completed on or before June 31, 2024. An extension to this deadline may be granted with written approval from the City, of which will not be unreasonably withheld.

The Developer agrees that all work and construction phases will be performed in accordance with all federal, state, and local laws, codes, ordinances, regulations, and other relevant policies which may pertain to the development of the proposed property.

The Developer agrees that the Redevelopment Project will include a minimum investment in the Property of at least **\$3,600,000.00** ("Required Minimum Investment") and that failure to make the Required Minimum Investment shall constitute a breach of contract, which will result in default of this agreement.

SECTION 2: Developer Reimbursement Payments. Should the Developer comply with all the obligations in Section 1 and elsewhere in this Agreement in all material respects, the City agrees to reimburse the Developer for certain TIF Eligible Redevelopment Project Costs incurred during the performance of the Redevelopment Project.

“TIF Eligible Redevelopment Project Costs” shall be the costs actually paid and incurred by the Developer in connection with the Redevelopment Project which are authorized to be reimbursed or paid from revenues collected Pursuant to the TIF Act as provided in Section 5/11-74.4-3(q) of the TIF Act, as determined and verified by the City, in the City’s sole discretion. For the purposes of this agreement, Eligible Redevelopment Project Costs may include, but are not limited to:

Work Item Description	Estimated TIF Eligible Cost
Bank Branch Development (1720 S Park)	
Land Acquisition	\$321,587.68
Site Prep/Excavation	\$169,365.32
Utility Line Installation	\$92,680.61
Water Connections	\$1,320.75
Parking Lot	\$160,231.86
Environmental Impact Study	\$1,750.00
Architecture & Engineering	\$99,152.91
Landscaping	\$104,239.22
Concrete, curbing, sidewalks, foundation	\$239,524.50
Concrete Materials	\$51,094.25
Subtotal	\$1,240,947.10
East Lot Development (1721 S 13th Street)	
Property Acquisition	\$316,366.00
Demolition & Site Preparation	\$65,000.00
Paving New Entrance	\$57,428.00
Subtotal	\$438,794.00
Total All Components	\$1,679,741.10

In accordance with this Agreement, Developer Reimbursement Payments shall be made available in the following forms and with the following terms and limitations:

(A) Reimbursement of 60% of the Net TIF Revenues Collected from the Property for a period of 15 Years, up to a maximum amount of \$625,000.

The City agrees to reimburse the Developer an amount equal to **sixty percent (60%)** of the Net TIF Revenues assessed to the Property and collected by the City into the Special Allocation Fund for the TIF District (the “Developer’s Share”), annually, for a period of fifteen (15) years (the “Agreement Term”), or until the Developer has received total cumulative payments in the amount of **\$625,000.00** (the “Reimbursement Limit”), whichever comes first.

The first payment of the Developer’s Share will be calculated based on the TIF Revenues assessed to the Property during 2024 and payable in 2025, with the final payment being issued based on TIF Revenues assessed during 2038 and payable in 2039, or until the Reimbursement Limit has been reached, whichever comes first. All available payments are outlined in the below payment schedule:

SCHEDULE OF AVAILABLE PAYMENTS			
PAYMENT #	YEAR ASSESSED	YEAR COLLECTED	DEVELOPER'S SHARE OF NET TIF REVENUES
1	2024	2025	60%
2	2025	2026	60%
3	2026	2027	60%
4	2027	2028	60%
5	2028	2029	60%
6	2029	2030	60%
7	2030	2031	60%
8	2031	2032	60%
9	2032	2033	60%
10	2033	2034	60%
11	2034	2035	60%
12	2035	2036	60%
13	2036	2037	60%
14	2037	2038	60%
15	2038	2039	60%
END OF ELIGIBLE REIMBURSEMENT PAYMENT PERIOD			

Payments of the Developer’s Share shall be exclusively for TIF Eligible Redevelopment Project Costs. It will be the obligation of the Developer to produce and submit to the City any and all TIF Eligible Redevelopment Project Costs which are incurred during the performance of the Redevelopment Project which they will be seeking reimbursement for in accordance with the Agreement.

“Net TIF Revenues” shall be the ad valorem taxes received by the City, after a deduction of any payment obligations to other taxing bodies, if any, arising from the tax levies upon the Property by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment

Project which are over and above the equalized assessed value of the Property as designated at the adoption of the TIF District (the "Base TIF Value), all as determined by the County Clerk of the County of Williamson, Illinois, in accordance with Section 11-74.4-8 of the TIF Act.

Cumulative total payments to the Developer may not exceed an amount equal to 100 % of the total TIF Eligible Redevelopment Project Costs approved and verified to have been incurred by the Developer during the completion of the Redevelopment Project as determined in the discretion of the City, or a total of \$625,000.00, whichever is less (the "Reimbursement Limit").

SECTION 3: Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment in substantially the same form as set forth in Exhibit 1 ("Requests for Payment" or "Reimbursement Request Form"). All Requests for Payment shall be submitted to the City on or before December 31st of any given year during the Agreement Term in order to be eligible to receive payment of the Developer's Share for taxes payable during that year. All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all real estate property taxes attributable to the Property are paid in full to date. Payment of the Developer's Share will be forfeited for any year in which appropriate Requests for Payment, including all applicable documents and proof of payment, are not supplied to the City by December 31st. Forfeited payments will not count towards the applicable Reimbursement Limit, and will not be recoverable in future years. The acquisition, production, and submission of all necessary documents and information required to effectuate payment of the Developer's Share will be the sole responsibility of the Developer.

SECTION 4: Approval of Requests. The City shall approve or disapprove any Requests for Payment within 30 days of the submittal thereof. If the City disapproves of any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

SECTION 5: Disbursement of Payment. Within 60 days of approval of any Request for Payment, the City shall pay the Developer for such approved Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District.

SECTION 6: Payment Limited to Special Allocation Fund. Notwithstanding any other term or provision of this Agreement, the City's obligations for payments pursuant to this Agreement are limited to monies in the Special Allocation Fund for the TIF District from no other source. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any payment or obligation identified herein.

SECTION 7: Administration Fees. The Developer agrees that all payment(s) received from the City may be subject to the deduction of an "Administration Fee" for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. Administration Fees will be calculated as an amount equal to **10%** of any payment made to the Developer from the City pursuant to this agreement, **not to exceed a total of \$500.00 per occurrence.** The City may waive this fee at their discretion.

SECTION 8: Default and Remedies The Developer agrees that if any of the following events occur after the date of execution of this Agreement or within fifteen (15) years after the disbursement of the first payment to the Developer pursuant to this agreement (the "Effective Date"), the Developer may be considered to be in default of the Agreement, all pending and future payments shall immediately be forfeit by the Developer, and the City will have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer pursuant to this Agreement:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project after written notice and expiration of 30 day's opportunity to cure.
- c) The building(s) or Property is determined to have been destroyed, determined to be unfit for occupation or redevelopment, or otherwise unusable for public or private purposes.
- d) The Property is sold or ownership is transferred without written consent from the City. The City agrees and promises that such consent will not be unreasonably withheld.
- e) The building/Property is not being used for authorized or otherwise approved purposes.
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which may be applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner.
- g) The Property becomes exempt from the payment of property taxes, or the Developer, or any representative thereof, protests or appeals the assessed value of the property.

- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof, at any time are not paid in full at the time they become due.

If a default occurs within five (5) years from the Effective Date, the Developer will return 100% to the City. If a default occurs between five (5) years and ten (10) years from the Effective Date, the Developer will return 75% to the City. If a default occurs between ten (10) years and fifteen (15) years from the Effective Date, the Developer will return 50% to the City.

Upon the occurrence of a default or a breach which requires either party to undertake any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the defaulting party causes the non-defaulting party, without the non-defaulting party's fault, to become involved or concerned.

The City reserves the right to pursue recovery of any and all payments made to the Developer pursuant to this agreement at their own discretion. Request for repayment will be required to be made in writing to the Developer and is not automatically triggered by the above-mentioned events.

SECTION 9: Personal Guarantee. It is expressly agreed that the managing members of the Developer shall be personally liable for all payments or obligations for payment to the City which have resulted from default or breach of this agreement.

SECTION 10: No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

SECTION 11: City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for

damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Project Area, Redevelopment Plan, or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts in the event of a breach of the Agreement by the City.

SECTION 12: Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Redevelopment Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

SECTION 13: Provision Enforceability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

SECTION 14: Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City. Any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

SECTION 15: No Joint Venture, Agency, or Partnership Created. Nothing in this

Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

SECTION 16: Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

SECTION 17: Entire Agreement and Amendments. The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon the legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or managers as of the date set forth below.

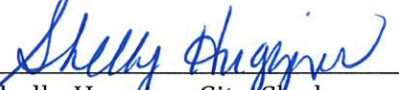
"CITY"

CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS

(SEAL)

By:  Date: 12/27/2023
Mayor Steve Frattini

ATTEST:

By: 
Shelly Huggins, City Clerk

"DEVELOPER"

FARMERS STATE BANK OF ALTO PASS

By: _____ Date: _____

Name/Title: _____

**APPENDIX A
PROJECT LOCATION**

Address:
1720 S Park Avenue, Herrin, IL 62948
1721 S 13 th Street, Herrin, IL 62948
Williamson County PIN(s):
02-31-202-011
02-31-202-012
TIF District:
Herrin TIF #4

Project Location Map:

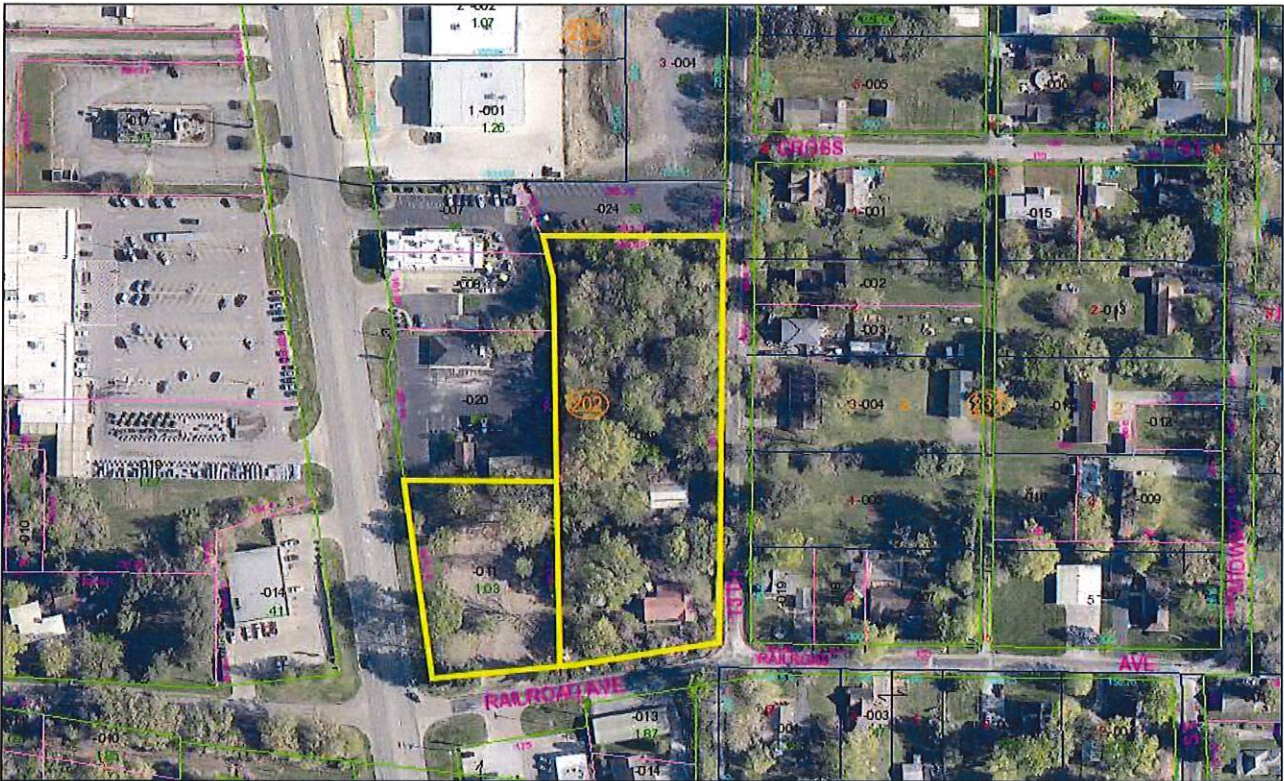


EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS

REQUEST FOR REIMBURSEMENT PAYMENT FORM

TO: City of Herrin
 Attn: TIF Administrator
 300 N Park Ave.
 Herrin, Illinois 62948

You are hereby requested and directed to make payment from the TIF #4 Special Allocation Fund for reimbursement of Eligible Redevelopment Project Costs incurred pursuant to the following Redevelopment Agreement:

Name of Agreement Holder/Developer: _____

Date of Request: _____ Tax Year: _____ Pay _____

Payment Requested: _____

With this request I am including (check one):

- No new or additional project costs
- The following new/additional project costs: (include evidence of all costs submitted)

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>
TOTAL COSTS SUBMITTED:		

*Please attach additional pages, spreadsheets, and other documents as necessary
 **All listed costs must be supported with proof of payment

ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION PAGE

CERTIFICATION PAGE – REIMBURSEMENT PAYMENT REQUEST FORM

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate taxes attributable to the Property have been paid in full, **proof of which is attached. (please attach copy of all relevant property tax bills)**
3. All Redevelopment Project Costs submitted have been incurred and paid in full by the Developer and are payable or reimbursable in accordance with the Redevelopment Agreement, **proof of which is attached.**
4. Each item listed above has not previously been paid or reimbursed and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.
6. All necessary permits and approvals required for the portion of the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the construction plans.

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HERRING, ILLINOIS Date: _____

Approved Payment Amount: \$ _____

Approved By: _____

Title: _____