

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY, MARCH 6, 2023  
6:00 P.M.  
AGENDA**

**PRELIMINARY MATTERS**

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions -
5. Public Comment –

**CONSENT AGENDA**

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- A. Approval of the minutes of the February 6, 2023 council minutes
- B. Fund Warrant List

**UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.**

**NEW BUSINESS--Ordinances and resolutions for initial consideration**

- A. Discussion regarding sunflowers on the square.
- B. Discussion regarding Trailside Builders' request for further monies.
- C. Approval of Maurer-Stutz' design and to solicit bids for the construction of a new street garage.

**EXECUTIVE SESSION**

5 ILCS 120/2 (c) 5 The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

**OTHER ITEMS**

1. City manager report
2. Non-agenda items and other business

**ADJOURNMENT**

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

**MINUTES OF THE FARMER CITY, ILLINOIS**  
**CITY COUNCIL REGULAR MEETING**  
**FEBRUARY 6, 2023 6pm**

**Roll call** Present: Councilmembers Willard McKinley, David Walsh, Jason Strough and Mayor Scott Testory. Absent: Councilwoman Shelley Friedrich

Also, in attendance: City Manager Sue McLaughlin, Deputy City Clerk Billie Cooper and City Attorney Joe Chamley. Absent: City Clerk Angie Wanserski

**Pledge of allegiance to the flag**

**Public Comment**

**Proclamations/presentations**

**CONSENT AGENDA**

- A. Approval of the minutes of the January 3, 2022 council meeting.
  - B. Fund Warrant List
- MOTION** by McKinley to approve consent agenda. Seconded by Walsh. Voting yes: Testory, McKinley, Strough and Walsh. Absent: Friedrich. Motion carried.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- A. Ordinance 1099 an ordinance amending Section 32: Personnel Regulations.  
This update will reflect new state laws that have passed. Key items include Crown Act, adding Juneteenth to the calendar, updating meal reimbursement amounts for travel, sick/bereavement leave changes and language stating unused sick time will be turned into IMRF.  
**MOTION** by McKinley to approve consent agenda. Seconded by Walsh. Voting yes: Testory, McKinley, Strough and Walsh. Absent: Friedrich. Motion carried.
- B. Resolution 2023-77 a resolution of the City of Farmer City in support of tax increment financing.  
IML is asking municipalities to pass this resolution in favor of TIF districts as there are Chicago area lawmakers trying to do away with TIF. Approved resolutions will be collected to give to state lawmakers to show support of TIF.  
**MOTION** by Strough to approve Resolution 2023-77 a resolution of the City of Farmer City in support of tax increment financing. Seconded by McKinley. Voting yes: Testory, McKinley, Strough and Walsh. Absent: Friedrich. Motion carried.
- C. Resolution 2023-78 resolution opposing the passage of Protect Illinois Communities Act.  
Mayor Testory states that the Protect Illinois Communities Act is a mislabeled bill that has violations of 2<sup>nd</sup> amendment rights. He has asked for this resolution to be drafted to state our opposition to the bill. Roughly 78 counties have drafted similar resolutions. Attorney Chamley reminded council that we will still be subject to state law and the courts will have the final say in this bill. This will be symbolic only as our officers will be duty bound to follow the law whatever that may be.

**MOTION** by Walsh to approve Resolution 2023-78 resolution opposing the passage of Protect Illinois Communities Act. Seconded by Strough. Voting yes: Testory, Strough and Walsh. Voting present: McKinley. Absent: Friedrich. Motion carried.

- D. Approval of Stark Excavating's \$174,316 bid for the repaving of the Prairie Ridge playground parking lot.

Four bids were received last week at bid opening. This bid is \$20,000 less than last year's lowest. Improvements include repaving existing lot, adding pavement, and adding sidewalk from lot to playground.

**MOTION** by Walsh to approve of Stark Excavating's \$174,316 bid for the repaving of the Prairie Ridge playground parking lot. Seconded by Strough. Voting yes: Testory, McKinley, Strough and Walsh. Absent: Friedrich. Motion carried.

- E. Discussion on design review for street garage.

Council was shown new design layouts for the building of the new street garage. City manager McLaughlin will also ask for alternate bid for concrete instead of aggregate for cold storage and alternate bid for sprinkler system. Concrete pads outside will be added outside. Cold storage is currently not insulated in plans. CM McLaughlin will bring a final design to a future meeting for council to vote on.

- F. Discussion on Outreach Ministries senior trip funding.

Tina Harrison, director of outreach, was in attendance to ask for funding for senior citizen trips sponsored by Outreach Ministries. Outreach normally gets funding from Piatt County but they have not received funding for this yet. Mayor Testory raised concerns about spending taxpayer dollars for citizens outside of city limits and CM McLaughlin confirms we currently do not have monies budgeted for this. Alternative sources for county state or fed funding were suggested as they would be less restrictive.

## **EXECUTIVE SESSION**

### **OTHER ITEMS**

#### **City Manager report**

City manager McLaughlin states the city has job openings for street maintenance worker, pool manager, and lifeguards. Lifeguard classes will be held over spring break. Job application forms can be found on the city website [www.cityoffarmerciry.org](http://www.cityoffarmerciry.org).

#### **Non-agenda items and other business**

### **ADJOURNMENT**

**MOTION** by McKinley to adjourn meeting. Seconded by Walsh. Voting yes: Testory, McKinley, Strough and Walsh. Absent: Friedrich. Motion carried.

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
CORNGELIO AG	20.48	CITY HALL SUPPLIES
EVANS FROELICH BETH AND	420.00	ADM LEGAL
Illini Fire Equipment	118.95	ANNUAL INSP
MIDWEST MAILING AND SHIPPI	561.00	RENTAL AND FOLDER INSERTER
WATTS COPY SYSTEMS INC	186.20	ADM COPIER
COOPER, BILLIE	300.00	ADM
SAQ CONSULTING	3,000.00	GRANT CONSULTING
QUADIENT FINANCE USA INC.	343.66	ADM
HINCKLEY SPRINGS	25.40	ADM DRINKING WATER
City of Farmer City	407.94	ADM
T-MOBILE	30.56	ADM
EVANS FROELICH BETH AND	175.00	COUNCIL LEGAL
FARMER CITY CHAMBER OF C	50.00	Council
Walker Tire Service	48.00	POL VEHICLE MAINT
CLASPILL AUTOMOTIVE	254.99	POL- VEHICLE MAINTENANCE
Illini Fire Equipment	339.85	ANNUAL INSP
SPRINT	134.02	POLICE
City of Farmer City	180.46	POLICE
NAPA	18.78	POLICE VEHICLE
CORNGELIO AG	2.48	POLICE TOOLS
Schmidt's Welding	267.12	STREET TRUCK REPAIRS
CORNGELIO AG	44.92	STREET
RUSH TRUCK CENTER	953.28	2006 IH DUMP TRUCK REPAIR
Illini Fire Equipment	322.86	STREETS
Illini Fire Equipment	28.49	ANNUAL INSP
FRONTIER	32.50	STREET
City of Farmer City	34.28	STREET
Rahn Equipment	292.56	STREET SNOWPLOW PARTS
CORNGELIO AG	17.57	STREET
PRODUCTIVITY PLUS ACCOUN	229.90	STREET
Birkeys Farm Store	59,000.00	CASE BACKHOE FIRE
MAURER-STUTZ	19,786.25	STREET MAINT BUILDING
Illini Fire Equipment	33.99	ANNUAL INSP
City of Farmer City	330.45	parks
USA BLUEBOOK	142.01	PARKS
City of Farmer City	90.42	POOL
CORNGELIO AG	41.34	POOL
Total 100:	<u>88,265.71</u>	
<b>120</b>		
City of Farmer City	120.59	SIREN
Total 120:	<u>120.59</u>	
<b>150</b>		
MAURER-STUTZ	610.00	PLUM ST IMPROVEMENTS
Total 150:	<u>610.00</u>	
<b>280</b>		
PRAIRIE ENGINEERS	3,078.00	SIDEWALK IMPROVEMENTS
Total 280:	<u>3,078.00</u>	
<b>510</b>		
MAURER-STUTZ	483.75	CHLORINE PERMIT AT WATER PLANT

Vendor Name	Net Invoice Amount	
Illini Fire Equipment	84.96	ANNUAL INSP
MEDIACOM	180.71	SEWER PHONE
City of Farmer City	1,780.51	WATER
CORNGELIO AG	45.92	MISC SUPPLIES
<b>Total 510:</b>	<b>2,575.85</b>	
<b>520</b>		
USA BLUEBOOK	422.00	SEWER TESTING
Illini Fire Equipment	84.96	ANNUAL INSP
City of Farmer City	8,086.35	SEWER
<b>Total 520:</b>	<b>8,593.31</b>	
<b>530</b>		
Grainger	51.69	REFRIDGERATOR REPAIR
Walker Tire Service	48.00	BOBCAT TIRE REPAIR
INTERSTATE BILLING SERV. IN	240.00	STUMP PLANNER REPLACEMENT PART
WHEELER WORLD INC	1,000.00	OIL FILTERS
Drake Scruggs	1,407.73	BUCKET TRUCK REPAIR
NAPA	440.80	FILTERS FOR TRUCKS
BHMG ENGINEERS	742.80	PROJECT E03150
Illini Fire Equipment	713.69	ANNUAL INSP
City of Farmer City	2,781.40	ELECTRIC
CORNGELIO AG	162.15	ELEC
Menards	15.29	GRASS SEED
<b>Total 530:</b>	<b>7,603.55</b>	
<b>Grand Totals:</b>	<b>110,847.01</b>	

Vendor Name	Net Invoice Amount	
<b>100</b>		
T-MOBILE	53.82	ADM
CORNGELIO AG	14.18	POLICE
CLASPILL AUTOMOTIVE	310.89	POLICE
CLASPILL AUTOMOTIVE	121.21	POLICE
FAMILY TREE SERVICE	3,500.00	MAPLE TREE 615 N WILLIAM
T-MOBILE	53.82	STREETS
Birkeys Farm Store	459.80	BACKHOE PARTS
Progressive Chemical	132.68	SIGNS
NAPA	57.25	PARKS vehicle
CLASPILL AUTOMOTIVE	95.00	PARKS
Menards	32.86	PARK landscaping
T-MOBILE	53.82	PARKS
CORNGELIO AG	23.68	PARKS
CORNGELIO AG	13.57	PARKS
Total 100:	4,922.58	
<b>490</b>		
GFL ENVIRONMENTAL	12,085.21	MONTHLY TRASH SERVICES
Total 490:	12,085.21	
<b>510</b>		
T-MOBILE	53.83	WATER
Total 510:	53.83	
<b>520</b>		
T-MOBILE	53.83	SEWER
Total 520:	53.83	
<b>530</b>		
Illini Fire Equipment	58.00	REFILL CO2 TANK
T-MOBILE	53.83	ELEC
Total 530:	111.83	
Grand Totals:	17,227.28	



**CITY OF FARMER CITY, ILLINOIS**

105 South Main Street  
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

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**MEMO**

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Date: March 6, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: Richard Zindars

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As you'll recall, Mr. Zindars met with me a few weeks ago to discuss the City "reimbursing" him for payments he claims he's owed for the development of Prairie Ridge subdivision.

I have attached a timeline and exhibit outline for you to review, but the gist of it is that Mr. Zindars believes he is owed a further \$110,414 for tax year 2017 and \$112,665.18 for tax year 2018. I sent him a letter back in December 2018 that there would be no further payments based on what I've outlined in the attached. The agreement was capped at \$1,337,620 and we've paid him \$1,329,006. The most we would owe him is \$8,614, but he cannot provide documentation that he has TIF eligible expenses for that.

I still maintain that the City does not owe Mr. Zindars anything further, but was willing to pay him the \$8,614 to close this once and for all. He is asking for the additional \$223,079.18 without providing any sort of documentation and so I felt it necessary to bring it to the Council for discussion and direction.

Please refer to the attached.

## TIMELINE OF TRAILSIDE (ZINDARS) AND PRAIRIE RIDGE (DRAKE) DISPUTED REIMBURSEMENT

Since FY 04, City has been paying Trailside (Zindars) and Prairie Ridge/Farmer City Farms (Stuart Drake) every December 15 for TIF Eligible Expenses upon receipt of a letter per Section 2.11 of Developer's Sub-agreement and 3.7 of the Redevelopment Agreement (Exhibit 1)

No Requisition Certificates required in the contract were ever submitted that we can find, as required by Section 2.4 of Redevelopment Agreement. These certificates were supposed to guarantee that the monies being reimbursed were TIF eligible (Exhibit 2)

There was nothing to prove a list of TIF eligible expenses was ever submitted until Mr. Zindars provided a list from Kane McKenna dated 2005. The memo even states that some of the items are "questionable" to be TIF eligible. (Exhibit 3)

In Section 2.15 of Developer Sub-agreement (Trailside agreement) (Exhibit 4), it caps Phase I at \$1,337,620. The City paid out \$1,329,006 for Phase I; the last payment being in Dec. 2017 (FY 18). (Exhibit 5)

I sent a letter to both Drake and Zindars in March of 2018 requesting documentation for remaining TIF eligible expenses they're looking to be reimbursed per Section 2.4 of Developer's Sub-agreement (Exhibit 6)

I then sent a denial letter in November of 2018 due to their request for the December 2018 payment. (Exhibit 7) and I reiterated my request for documentation. Section 3.6 of the Redevelopment Agreement and Section 2.10 of the Developer's Sub-agreement both require them to keep accurate and detailed records (Exhibit 8)

I did not receive a response until Drake contacted me in late October 2019 wanting to trade the 5 acres (along Rt. 54 in front of Prairie Ridge) land for payment to Zindars; he emailed spreadsheet which made absolutely no sense (Exhibit 9)

We discussed the offer at the November 4 council meeting and I told Drake we declined. Zindars contacted me within week or so after that and wanted to discuss situation.

I met with Zindars for the first time on November 21, 2019. He presented the same spreadsheets and handwritten notes but no receipts (Exhibit 10).

Zindars contacted me again and said he found more documentation. He presented documents related to future phases at our meeting on December 6, 2019 "proving he was still owed money". However, this chart shows an "Estimate" of construction and engineering costs for future phases that can be put back on Phase I. Again, however, he was reimbursed for his costs in Phase I up to the cap. (Exhibit 11)

I reviewed the documents and notified him I disagreed with his summation on December 10, 2019. Per Section 2.15 the cap for Phase I was \$1,337,620 and we've paid \$1,329,006 (Exhibit 4 and 5)

He again referenced "expenses for future phases." I asked him where in the agreement this was located but he couldn't tell me. I said I would re-read the agreement. Sec. 2.6 of the Redevelopment



agreement calls for utilities to be made big enough for the Development Area to be fully developed (oversizing). (Exhibit 12)

But, I then found in Section 4.3 in the Developer Sub-agreement stating Drake owes Zindars for the oversizing (Exhibit 13). I called Zindars and told him we would not be paying him \$113,155.05 from December 2018 or \$112,665.18 for December 2019. He requested another meeting, which I declined.

#### Special Notes

- Agreement required Zindars to build 3 phases of 43 acres per Section 2.14 of the Developer's Sub-agreement (Exhibit 14). He only built Phase 1 of 17 acres.
- It makes sense now why Drake offered the City 5 acres of land in exchange for paying Zindars the money – Sec. 4.3 indicates Drake owes him, not the City (Exhibit 13)

At most, I believe the City may owe Zindars \$8,614 for the difference in the cap for Phase 1. I do not believe we owe the additional \$223,079.18 he is requesting.

-Exhibit 1

the Development Area to meet these same requirements. Trailside shall allow or arrange for the City to have reasonable access to such records, including the records of any consultants or experts hired by Trailside.

**Section 2.11 Real Estate Tax Payment.** On or before December 15, 2000, and on or before the 15th day of December of each year thereafter, Trailside shall provide evidence to the City as to: (i) the then EAV of each parcel in the Trailside Parcel, and (ii) the payment of real estate taxes within the Trailside Parcel. In the event real estate taxes for any portion of the Trailside Parcel cannot be shown by such date to have been paid, the Developer Subaccount-Trailside shall not be credited with, and no funds shall then be deposited into such account with respect to, the amount of Pledged City Revenues that would have been generated had such taxes been paid; provided, however, that if such real estate taxes are thereafter paid then the amount that otherwise would have been so credited and deposited, without any interest thereon, shall be so credited and deposited promptly upon delivery to the City of evidence of payment thereof. If the Owner or any Developer shall not provide such evidence to the City by December 15th in any year, and shall thereafter fail to provide such evidence within two (2) years from that date, then the right of the Owner or any such Developer to receive Pledged City Revenues that would have been so evidenced shall lapse and such Pledged City Revenues shall be reallocated as City Revenues.

**Section 2.12 Dedication of Improvements.** Trailside agrees, upon proper completion of the Trailside Developer Improvements and any Trailside-City Improvements (together the "Improvements") to dedicate and convey title to such Improvements to the City, and the City agrees to promptly accept such Improvements upon confirmation by the City that they have been properly completed. Upon acceptance, the City shall be responsible for maintenance and repair of the Improvements. To the extent any portion of the Improvements is not constructed within dedicated public right-of-way, Trailside shall grant (or arrange for the granting of) easements to the City in a location reasonably determined by the City to allow appropriate maintenance.

**Section 2.13 Storm Water Detention and Park Area.** Trailside agrees that the Trailside Development will include a multi-use area for storm water detention and park space as specifically detailed on the attached Exhibit D. Trailside will pay for the costs of preparation of such storm water detention area, including seeding and establishment of grass, and the City will, subject to subsequent appropriation, pay for park improvements with respect thereto. The City agrees to promptly accept ownership of this multi-use area and shall be responsible for mowing and other maintenance thereof.

**Section 2.14 Phased Development Timing.** Unless otherwise agreed between all of the parties, Trailside will develop the Trailside Parcel in the three phases and within the timeframes as set forth below:

Phase 1: Phase 1 shall consist of approximately 17.2 acres located in the southmost portion of the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat

**Section 3.6 Cooperation.** Upon request, the Owner shall provide the City all necessary information reasonably required (i) to fulfill any legal requirements with respect to any Bonds, (ii) to document and determine the allocations of Pledged City Revenues under this Agreement with respect to the Development Area, and (iii) as otherwise required or reasonably requested for the City to administer this Agreement. The Owner shall also keep accurate and detailed certified records of all of its TIF Eligible Costs and Non-TIF Eligible Costs including, but not limited to, labor costs, material costs, equipment costs, facilities costs, architectural, engineering and other professional fees, and shall require all contractors the Owner engages to perform work in the Development Area to meet these same requirements. The Owner shall allow or arrange for the City to have reasonable access to such records, including the records of any consultants or experts hired by the Owner.

**Section 3.7 Real Estate Tax Payment.** On or before December 15, 2000, and on or before the 15th day of December of each year thereafter, the Owner shall provide evidence to the City as to: (i) the then EAV of each parcel in the Development Area, and (ii) the payment of real estate taxes within the Development Area. The obligations of the Owner under this Section 3.7 may be fulfilled in whole or in part by one or more Developers. In the event real estate taxes for any portion of the Development Area cannot be shown by such date to have been paid, the relevant subaccount of the Owner Account shall not be credited with, and no funds shall then be deposited into such subaccount with respect to, the amount of Pledged City Revenues that would have been generated had such taxes been paid; provided, however, that if such real estate taxes are thereafter paid then the amount that otherwise would have been so credited and deposited, without any interest thereon, shall be so credited and deposited promptly upon delivery to the City of evidence of payment thereof. If the Owner shall not provide such evidence to the City by December 15th in any year, and shall thereafter fail to provide such evidence within two (2) years from that date, then the right of the Owner to receive Pledged City Revenues that would have been so evidenced shall lapse and such Pledged City Revenues shall be reallocated as City Revenues.

#### ARTICLE IV TRAILSIDE DEVELOPMENT

**Section 4.1 Trailside Developer Subagreement.** The City and the Owner shall, simultaneously with the execution of this Agreement, enter into a Developer Subagreement with Trailside Builders, Inc. ("Trailside") in substantially the form attached as Exhibit F (the "Trailside Developer Subagreement") for commencement of the Trailside Development. For the purposes of this agreement, the "Trailside Development" shall include three initial phases of development within the Development Area, which shall be approximately forty-three (43) acres of residential and commercial development of the southwest corner of the Development Area.

- Exhibit 2

REQUISITION CERTIFICATE

TO: City of Farmer City, DeWitt County, Illinois (The "Issuer")

FROM: \_\_\_\_\_ (The "Developer"); or,  
\_\_\_\_\_ (The "Owner", with  
the Developer or the Owner actually making the requisition hereunder referred to  
herein as the "Applicant")

SUBJECT: Redevelopment Agreement Dated as of April \_\_, 1999 (The "Agreement")  
Developer Subagreement Dated as of \_\_\_\_\_ (the "Developer  
Subagreement")

This represents Requisition Certificate No. \_\_\_\_\_ in the total amount of \$ \_\_\_\_\_  
for payment of those Redevelopment Project Costs detailed in the schedule attached.

The undersigned certifies that:

1. All of the expenditures for which moneys are requested hereby represent proper TIF Eligible Costs under the Agreement and/or the Developer Subagreement, have not been included in a previous Requisition Certificate and have been properly recorded on the books of the Applicant.
2. The moneys requested hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Applicant for funds actually advanced for qualifying TIF Eligible Costs under the Agreement and/or the Developer Subagreement. The moneys requested do not include retention or other moneys not yet due or earned under construction or other contracts.
3. After payment of moneys hereby requested, there will remain available to the Applicant sufficient funds to complete the TIF Eligible Costs substantially in accordance with the Agreement and/or the Developer Subagreement.
4. (a) No default, or event which, with the giving of notice or lapse of time or both, would be a default by the Applicant, exists under the Agreement and/or the Developer Subagreement; (b) no litigation or proceedings are pending or threatened (including proceedings under Title Eleven of the United States Code) against the Applicant, concerning the Redevelopment Project Costs or any contractor, which litigation or proceeding, in the good faith determination of the Issuer is material (or which, in the case of the Applicant, could materially affect the completion of the project consistent with the Agreement and the Developer

Subagreement); and (c) no event, circumstance or condition exists or has occurred which could delay or prevent the completion of facilities payable as Redevelopment Project Costs under the Agreement and the Developer Subagreement.

5. Delivered herewith are all of the documents in form and content required by the Agreement and the Redevelopment Agreement to support this Requisition Certificate.

Executed this day of \_\_\_\_\_, \_\_\_\_\_.

APPLICANT:

By: \_\_\_\_\_  
Authorized Developer Representative

City Approval  
(As Applicable):

\_\_\_\_\_  
Mayor/Mayor's Designee

Date: \_\_\_\_\_

- Exhibit 3



Kane, McKenna  
and Associates, Inc.

FACSIMILE TRANSMITTAL SHEET

TO: <i>Stuart Drake</i>	FROM: <i>Bob Ryehlicki</i>
COMPANY:	DATE: <i>2/3/05</i>
FAX NUMBER: <i>309/928-2384</i>	TOTAL NO. OF PAGES INCLUDING COVER: <i>3</i>
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: <i>TIF Eligible Costs</i>	YOUR REFERENCE NUMBER:

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

*See items with "→"  
that are questionable,  
most likely not TIF eligible.*

*jl  
Nov 28, 03*

*Jan 12-19-05 (S)*

COPY

Requisition No. 2 Schedule of Payments

Payee		Total Amount	Phase 1	Phase 2	Phase 3	Future Phases	
Farmer City Farm Corp.	x	152,260.00	152,260.00				Land acquisition
Vegrzyn, Sarver & Assoc.	x	3,189.25	3,189.25				engineering
DeWitt Co. Zoning		200.00	200.00				property assembly cost
Vegrzyn, Sarver & Assoc.	x	155.00	155.00				engineering
Thomas, Mamer & Haughey	x	1,431.00	1,431.00				legal fees
Farmer City Journal		32.20	32.20				legal fees
Thomas, Mamer & Haughey	x	1,715.64	1,715.64				legal fees
Thomas, Mamer & Haughey	x	2,182.08	2,182.08				legal fees
Vegrzyn, Sarver, & Assoc.	x	6,389.59	6,389.59				engineering
City of Farmer City	x	50.00	50.00				refunded
Thomas, Mamer & Haughey	x	4,357.30	4,357.30				legal fees
Vegrzyn, Sarver, & Assoc.	x	7,969.75	873.76	1,944.00	2,250.00	2,902.00	engineering
Stevon J. Parker	x	4,000.00	4,000.00				construction of Public works
Buck Dean Excavating	x	43,316.00	3,620.00	10,877.00	12,588.00	16,231.00	construction of Public works
Vegrzyn, Sarver & Assoc.	x	17,306.25	8,343.25	+10.00	475.00	8,077.00	engineering
Patton Lumber Co.	w	34.14	34.14				construction of Public works
Thomas, Mamer & Haughey	x	784.96	784.96				legal
Clodfelder Ins.		100.00	100.00				construction of Public works
Buck Dean Excavating	x	7,644.00	7,644.00				construction of Public works
Farmer City State Bank/Interest	x	528.13	528.13				Finance costs
Farmer City State Bank/Interest	x	601.09	601.09				Finance costs
Farmer City State Bank/Interest	x	621.30	621.30				Finance costs
Farmer City State Bank/Interest	x	629.68	629.68				Finance costs
Treasure, State of IL Sanitary	x	600.00	600.00				construction of Public works
Treasure, State of IL Water	x	360.00	360.00				construction of Public works
Farmer City State Bank/Interest	x	589.07	589.07				Finance Costs
Vegrzyn, Sarver & Assoc. Traffic Count	x	98.00	98.00				engineering
Vegrzyn, Sarver & Assoc.	x	23,982.37	23,982.37				engineering
Sangamon Homes	w	474.02	474.02				
Farmer City State Bank/Interest	x	1,090.83	1,090.83				Finance costs
Farmer City State Bank/Interest	x	1,100.01	1,100.01				Finance costs
Farmer City State Bank/Recording Fees		124.00	124.00				Finance costs
U of I Archaeological Investigation	x	618.00	618.00				property assembly
Universal Equipment	x	7,819.23	7,819.23				construction of Public works
Vegrzyn, Sarver & Assoc.	x	9,875.62	9,875.62				engineering
Buck Dean Excavating	x	112,187.50	53,164.50	2,703.00	3,128.00	53,192.00	construction of Public works
Thomas, Mamer & Haughey	x	621.16	621.16				legal
Patton Lumber Co.	w	24.76	24.76				construction of Public works
Sangamon Homes	x	40,000.00	22,568.00	4,776.00	5,528.00	7,128.00	construction of Public works
Sangamon Homes	x	6,000.00	6,000.00				construction of Public works
Illinois Meter, Inc.	w	113.30	113.30				construction of Public works
Ace Hardware	w	28.85	28.85				construction of Public works
Vegrzyn, Sarver & Assoc.	x	3,287.56	3,287.56				engineering
Patton Lumber Co.	w	93.30	93.30				construction of Public works
Sangamon Homes Ltd Water Main	x	60,000.00	60,000.00				construction of Public works
Sangamon Homes Ltd Water Main	x	15,000.00	15,000.00				construction of Public works
Richard Zindars Equip. Rental	x	5,000.00	5,000.00				construction of Public works
Sangamon Homes	x	87,000.00	87,000.00				construction of Public works
Buck Dean Excavating Install Sanitary Sewer	x	35,158.40	7,010.40	7,712.00	8,926.00	11,510.00	construction of Public works
Sangamon Homes	x	7,304.00	7,304.00				construction of Public works
Patton Lumber Co.	w	85.84	85.84				construction of Public works
Patton Lumber Co.	w	88.62	88.62				construction of Public works
Urban Sand & Gravel	w	193.21	193.21				construction of Public works
Urban Sand & Gravel	w	137.92	137.92				construction of Public works
Urban Sand & Gravel	w	269.02	269.02				construction of Public works
Patton Lumber Co.	w	52.35	52.35				construction of Public works
Vegrzyn, Sarver, & Assoc.	x	5,449.41	5,449.41				engineering
Patton Lumber Co.	w	1.00	1.00				construction of Public works

158.44  
180.33  
SEE BELOW 180.39  
182.00  
-176.72  
307.05  
IF INTEREST, ONLY 30%  
330.00 IS ELIGIBLE

→  
→  
→  
→  
→

Page 7 400

Payee	Total Amount	Phase 1	Phase 2	Phase 3	Future Phases	
→ City of Farmer City Credit back ck 2259	x (50.00)	(50.00)			refund	
Parsons Electric	x 2,082.00	2,082.00			construction of Public works	
USEMCO Prime Pump Station	x 22,338.90	22,338.90			construction of Public works	
USEMCO/pump station final	x 2,482.10	2,482.10			construction of Public works	
→ Farmer City State Bank/Interest	x 36,523.75	35,523.75	30% 10,000.00		finance costs	
Robert Walsh Tile Project	x 504.26	504.26			construction of Public works	
→ Farmer City Farm Corp. /a	x 9,910.21	9,910.21			Finance Costs	
→ Piatt County Collector Road-Estate Taxes	7,735.50	7,735.50				
Water Products Co.	w 48.23	48.23			construction of Public works	
Ilini Contractors Supply Edit Adj.	x 222.54	222.54			construction of Public works	
Lynne Meyer Co.	x 50,000.00	21,000.00	1,328.00	1,537.00	26,135.00	construction of Public works
Parton Lumber Co.	w 86.96	86.96			construction of Public works	
Buck Dean/Lynne Meyer Con. Streets	w 155,267.50	155,267.50			construction of Public works	
Sangamon Valloy Water District	w 35.18	35.18			construction of Public works	
Neenah Foundry	x 216.70	216.70			construction of Public works	
→ John Gullaway Mowing NO	455.00	455.00				
DeWitt County Collector-Taxes	7,409.22	7,409.22				
City of Farmer City Street Lights & Sig x	5,500.00	5,600.00			construction of Public works	
→ Taylor Abstract Co.	602.00	602.00			Finance Costs	
Parton Lumber Co.	w 108.36	108.36			construction of Public works	
Urban Sand & Gravel	w 27.70	27.70			construction of Public works	
The Lynne Meyer Co.	x 12,000.00	12,000.00			construction of Public works	
→ Farmer City State Bank/Interest	x 30,120.50	30,120.50	-30% 9,036.15		Finance Costs	
Urban Sand & Gravel	w 27.70	27.70			construction of Public works	
Vogtzy, Sarver & Assoc.	x 22,073.34	22,073.34			engineering	
→ John Gullaway NO, if Rowing	255.00	255.00			?	
<b>Sub Total</b>	<b>1,036,241.35</b>	<b>845,884.35</b>	<b>29,750.00</b>	<b>34,432.00</b>	<b>125,175.00</b>	
→ Farmer City State Bank/Interest	x 8,271.46	8,271.46	-2481.46 30% 8811.38		Finance Costs	
→ Farmer City State Bank/Interest	x 29,571.25	29,571.25	30% 8811.38		Finance Costs	
→ DeWitt County Treasurer/Taxes NO	6,194.59	6,194.59				
→ Farmer City State Bank/Interest	x 8,523.30	8,523.30	-30% 2,556.99		Finance Costs	
→ DeWitt County Treasurer/Taxes NO	5,001.47	5,001.47				
→ Farmer City Corp./Interest	x 9,861.85	9,861.85	-30% 2,958.56		Finance Costs	
→ Farmer City State Bank/Interest	x 24,117.91	24,117.91	-30% 7,235.37		Finance Costs	
<b>Grand Total</b>	<b>1,126,789.18</b>	<b>937,426.18</b>	<b>29,750.00</b>	<b>34,432.00</b>	<b>125,175.00</b>	

989,824.25



Nov 20<sup>th</sup> 2003

Prairie Ridge Subdivision Cost by Trailside Builders, Inc.

Date	Payee	Ref. No/Check #	Amount
	Farmer City Farm Corp.		\$152,250.00
✓ 07/21/98	Vegrzyn, Sarver & Assoc.	2181 ✓	\$3,189.25
✓ 08/06/98	DeWitt Cnty Zoning	2182 ✓	\$200.00
✓ 08/08/98	Vegrzyn, Sarver & Assoc.	2193 ✓	\$155.00
✓ 08/21/98	Thomas, Mamer & Haughey	2207 ✓	\$1,431.00
✓ 09/08/98	Farmer City Journal	2210 ✓	\$32.20
✓ 09/10/98	Thomas, Mamer & Haughey	2216 ✓	\$1,715.64
✓ 01/11/99	Thomas, Mamer & Haughey	2248 ✓	\$2,182.08
✓ 04/29/99	Vegrzyn, Sarver & Assoc.	2253 ✓	\$6,389.59
✓ 05/27/99	City of Farmer City	2259	\$50.00
✓ 06/14/99	Thomas, Mamer & Haughey	2270 ✓	\$4,357.30
✓ 06/14/99	Vegrzyn, Sarver & Assoc.	2271 ✓	\$7,969.75
✓ 10/07/99	Steven J. Parker	350-1 2344 ✓	\$4,000.00
✓ 10/07/99	Buck Dean Excavating <i>Dist</i>	2 ✓	\$43,316.00
✓ 10/07/99	Vegrzyn, Sarver & Assoc.	3 ✓	\$17,305.25
✓ 12/08/99	Patton Lumber Co.	2367-2375 ✓	\$34.14
✓ 12/08/99	Thomas, Mamer & Haughey	2380 ✓	\$784.96
✓ 12/08/99	Clodfelder Ins.	2375 ✓	\$100.00
✓ 11/04/99	Buck Dean Excavating <i>Dist</i>	4 ✓	\$7,644.00
✓ 11/08/99	Farmer City State Bank/Interest	5 ✓	\$528.13
✓ 12/07/99	Farmer City State Bank/Interest	6 ✓	\$601.09
✓ 01/07/00	Farmer City State Bank/Interest	7 ✓	\$621.30
✓ 02/07/00	Farmer City State Bank/Interest	8 ✓	\$629.68
✓ 03/10/00	Treasure, State of Il Sanitary	10 ✓	\$600.00
✓ 03/10/00	Treasure, State of Il Water	11 ✓	\$360.00
✓ 03/10/00	Farmer City State Bank/Interest	12 ✓	\$589.07
✓ 03/14/00	Vegrzyn, Sarver & Assoc. Traffic Count	13 ✓	\$98.00
✓ 03/14/00	Vegrzyn, Sarver &	14 ✓	\$23,982.37

21  
070  
001

	Assoc.		
✓ 03/14/00	Sangamon Homes	15	\$474.02
✓ 04/11/00	Farmer City State Bank/Interest	17	\$1,090.83
✓ 05/05/00	Farmer City State Bank/Interest	18	\$1,100.01
✓ 05/11/00	Farmer City State Bank/Recording fees	19	\$124.00
✓ 07/17/00	U Of I Archaeological Investigation	1002	\$618.00
✓ 07/10/00	Universal Equipment	1001	\$7,819.23
✓ 08/25/00	Vegrzyn, Sarver & Assoc.	1004	\$9,875.62
✓ 09/08/00	Buck Dean Excav.	1005	\$112,187.50
✓ 09/11/00	Thomas, Mamer & Haughey	1006	\$621.16
✓ 09/11/00	Patton Lumber Co.	1007	\$24.76
✓ 09/12/00	Sangamon Homes Ltd	1008	\$40,000.00
✓ 09/29/00	Sangamon Homes Ltd	1010	\$6,000.00
✓ 09/29/00	Illinois Meter, Inc.	1011	\$113.30
✓ 10/02/00	Ace Hardware	1012	\$28.85
✓ 10/02/00	Vegrzyn, Sarver & Assoc.	1013	\$3,237.55
✓ 11/08/00	Patton Lumber	<del>2524</del> 2510	\$93.30
✓ 10/10/00	Sangamon Homes Ltd Water Main	1014	\$50,000.00
✓ 11/07/00	Sangamon Homes Ltd Water Main	1015	\$15,000.00
✓ 10/04/00	Richard Zindars Equip. Rental	1016	\$5,000.00
✓ 11/10/00	Sangamon Homes Ltd	1017	\$87,000.00
✓ 11/10/00	Buck Dean Excav. Install Sanitary Sewer	1018	\$35,158.40
✓ 12/06/00	Sangamon Homes Ltd	1019	\$7,304.00
✓ 12/11/00	Patton Lumber Co.	1020	\$85.84
✓ 01/10/01	Patton Lumber Co.	1022	\$88.52
✓ 01/11/01	Urban Sand & Gravel	1023	\$193.21
✓ 01/12/01	Urban Sand & Gravel	2563	\$137.92
✓ 02/04/01	Urban Sand & Gravel	1024	\$269.02
✓ 02/04/01	Patton Lumber Co.	1025	\$52.35
✓ 02/27/01	Vegrzyn, Sarver & Assoc.	1027	\$5,449.41
✓ 02/04/01	Patton Lumber Co. Edit Adjustment	1025	\$1.00
✓ 02/15/01	City of Farmer City Credit back Ck 2259		+ \$50.00
✓ 03/10/01	Parsons Electric	1028	\$2,082.00
✓ 03/10/01	USEMCO Prime pump station	1029	\$22,338.90
✓ 05/08/01	USEMCO/pump station final	1030	\$2,482.10

✓ 05/14/01	Farmer City State Bank/Interest	1031	✓	\$35,523.75
✓ 06/05/01	Robert Walsh Tile Project	1032	✓	\$504.26
✓ 06/05/01	Farmer City Farm Corp.	1033	✓	\$9,910.21
✓ 06/19/01	Piatt County Collector Real-Estate Taxes	1034	✓	\$7,735.60
✓ 06/27/01	Water Products Co.	1035	✓	\$43.23
✓ 12/11/00	Illini Contractors Supply Edit Adj.	1021	✓	\$222.54
✓ 06/28/01	Lynne Meyer Co. <i>ST. LOUIS</i>	1036	✓	\$50,000.00
✓ 07/17/01	Patton Lumber Co.	1037	✓	\$86.96
✓ 08/08/01	Buck Dean/Lynne Meyer Con. Streets <i>ST. LOUIS</i>	1038	✓	\$155,267.50
✓ 08/13/01	Sangamon Valley Water District	1039	✓	\$35.18
✓ 08/13/01	Neenah Foundry	1040	✓	\$216.70
✓ 08/13/01	John Gallaway Mowing	1041	✓	\$455.00
✓ 09/04/01	DeWitt County Collector - Taxes	1042	✓	\$7,409.22
✓ 08/01/01	City of Farmer City Street Lights & Sign <i>ST. LOUIS</i>	C CK	✓	\$5,500.00
✓ 10/11/01	Taylor Abstract Co.	1043	✓	\$602.00
✓ 10/11/01	Patton Lumber Co.	1044	✓	\$108.36
✓ 10/11/01	Urban Sand & Gravel	1045	✓	\$27.70
✓ 11/12/01	The Lynne Meyer Co. <i>ST. LOUIS</i>	1047	✓	\$12,000.00
✓ 11/09/01	Farmer City State Bank/Interest	1046	✓	\$30,120.50
✓ 10/11/01	Urban Sand & Gravel	1045	✓	\$27.70
✓ 11/20/01	Vegrzyn, Sarver & Assoc.	1048	✓	\$22,073.34
✓ 12/11/01	John Gallaway	1049	✓	\$255.00
	<b>Sub Total</b>			<b>\$1,035,241.35</b>
✓ 2/02/02	Farmer City State Bank/Interest	1054	✓	\$8,271.46
5/13/02	Farmer City State Bank/Interest	1055	✓	\$29,571.25
✓ 6/17/02	DeWitt County Treasurer/ Taxes	1066	✓	\$6194.59
✓ 8/13/02	Farmer City State Bank/Interest	1069	✓	\$8523.30
✓ 9/19/02	DeWitt County Treasurer/Taxes	1074	✓	\$5,001.47
✓ 9/19/02	Farm City Corp/Interest	1076	✓	\$9,861.85
✓ 11/11/02	Farmer City State Bank/Interest	1081	✓	\$24,117.91
	<b>Grand Total</b>			<b>\$1,126,783.18</b>

Keeg

4-20-03

5-7-03	Village Park RR	562.00 ✓
→ 5-30-03	moving	935.00
→ 5-31-03	Former city bank interest	27,043.66 <sup>30</sup> 6918.10
→ 5-31-03	Former city bank interest	8,012.29 <sup>30</sup> 2405.09
→ 6-9-03	moving	50.00
→ 6-13-03	land interest	9,626.25 ✓ 2887.88
→ 7-14-03	moving	285.00
→ 7-23-03	moving	255.00
→ 8-8-03	moving	445.00
→ 8-8-03	moving	342.00
→ 9-10-03	moving	695.00
9-18-03	Reynolds Excavator	1,429.25 ✓
	add for year	<u>45,638.57</u> 2003

989,804.25

1,126,783.18

TOTAL

1,172,421.25

Dec 29-2003

1,024,020.27  
 150k + 45,638.57  
 1,069,658.84

122,760 ?

- Exhibit 4

for the improvements in Phase 1 within ninety (90) days of the execution of this Agreement. Trailside shall begin construction of the improvements within Phase 1 within thirty (30) days of obtaining approval of the final plat for the Phase 1 improvements from the City, but in no event later than nine (9) months after the execution of this Agreement. Trailside agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Phase 2: Phase 2 shall consist of approximately 11 acres located north and west of Phase 1 in the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat for the improvements in Phase 2 in time to allow Trailside to begin construction of the improvements within Phase 2 when it shall have ten (10) or fewer residential lots for sale within Phase 1. Trailside shall commence construction of Phase 2 improvements within thirty (30) days of the approval of the final plat therefor by the City and agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Phase 3: Phase 3 shall consist of approximately 15.7 acres located just west of Phase 2 in the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat for the improvements in Phase 3 in time to allow Trailside to begin construction of the improvements within Phase 3 when it shall have in total ten (10) or fewer residential lots for sale within Phases 1 and 2. Trailside shall commence construction of Phase 3 improvements within thirty (30) days of the approval of the final plat therefor by the City and agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Time is of the essence of this provision, and Trailside shall not delay for any reason, unless such delay shall be caused by events beyond Trailside's reasonable control.

**Section 2.15 Limitation on Trailside's TIF Eligible Costs.** Unless otherwise agreed by the City, Trailside and the Owner, and except as otherwise provided in this section, the maximum amount of TIF Eligible Costs with respect to which Trailside shall be permitted reimbursement from Pledged City Revenues under this Agreement and the Developer Subaccount-Trailside with regard to each of the three Phases shall be as follows:

Phase 1: \$1,337,620.00  
Phase 2: \$ 948,100.00  
Phase 3: \$ 848,070.00

For the purpose of tracking these limitations, Trailside agrees that each Requisition Certificate it submits for the Trailside Parcel shall separately identify the portion thereof that represents costs incurred within each Phase. The parties agree that any amounts that may remain in the

Developer Subaccount-Trailside after each of these limits shall have been reached shall be paid over into the Unallocated Development Subaccount or otherwise be available for payment of Owner TIF Eligible Costs as provided in Section 2.3(b)(i) and (ii) of the Redevelopment Agreement, specifically including reimbursing the Owner or any Developer for the costs associated with the turn lane from Route 54 into the Development Area.

**Section 2.16 Topographic Costs.** Trailside agrees to pay the Owner, promptly upon identification, an amount that represents the pro rata portion, based on the acreage of the Trailside Parcel in relation to the total acreage of the Development Area, of any topographic costs paid by or on behalf of the Owner with respect to the planning and establishment of the Development Area.

### ARTICLE III CITY COVENANTS AND AGREEMENTS

**Section 3.1 Use of Special Tax Allocation Funds.** The monies deposited from time to time in the Developer Subaccount-Trailside within the Special Tax Allocation Fund shall be used to make the payments at the times and in the manner as set out in the Redevelopment Agreement, as modified, if at all, by this Agreement.

**Section 3.2 Special Service Areas.** The City, upon the request of Trailside and the consent of the Owner, may designate one or more Special Service Areas ("SSAs") under the Special Service Area Tax Law (the "SSA Law") located within the Trailside Parcel. SSAs shall be designated pursuant to Illinois SSA law for the payment of costs related to the Development that are eligible for funding under Illinois law. In the event an SSA is created, the City will establish and administer appropriate funds and accounts for receipt and application of such tax revenues under the SSA Law and as provided under this Agreement.

**Section 3.3 Filings; Audit; Accounts.** The City shall promptly comply with all lawful requests, including requests from any taxing district or agency, for information concerning initial and annual filings and submission for, and qualification of, the Redevelopment Project Area and the right to receive Incremental Taxes. The Special Tax Allocation Fund and any other funds, accounts or subaccounts created or maintained under this Agreement will be included as part of the City's annual audit (or special audit, as the case may be) that includes the Redevelopment Project Area, and such audit will be furnished upon request to Trailside promptly upon its completion and availability to, and acceptance by, the City. The City agrees to establish accounting procedures to track Incremental Taxes with respect to the Trailside Parcel and the Developer Subaccount-Trailside in order to monitor, account for, deposit and disburse Pledged City Revenues as required under the Redevelopment Agreement and this Agreement. The City agrees to provide the Owner prompt notice in the event the City becomes aware that any of the funds in the Developer Subaccount-Trailside are likely in the near future to be declared surplus or will otherwise be required to be returned to any taxing authorities; provided, however, that the

- Exhibit 5

	FY 99	FY 00	FY 01	FY 02	FY 03	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20 Proj	TOTALS
Engineering	29,370	44,305	87,736	9,844														42,100	138,570	17,808	130,859	94,801	607,097
Planning	13,207	13,895			1,673		2,327	7,660												368	25,039	1,650	58,159
Legal		11,735					125		150					75	101	420	250	2,400	1,700	3,883	7,348	0	28,187
Prairie Ridge capital improvements			83,538	3,400																19,476	70,324	0	176,738
Westside storm project										919,748													
Debt cert for storm										62,031	94,440	102,123	99,548	101,715	103,625	100,278	116,093	89,163	109,463	110,085	115,729	110,560	1,314,853
Maple St sewer																							
Maple/Western																							
Water/Washington																							
Grants											10,656	2,685	10,656	10,656	10,747	0					961	0	46,361
Developer	42,577	69,935	171,274	13,244	1,673	34,497	52,814	55,030	67,969	85,556	94,540	86,540	91,478	107,968	109,131	110,078	107,968	101,925	110,551	113,733	0	0	1,329,006
								62,690	68,119	1,067,335	199,636	191,348	201,682	219,641	223,604	210,776	224,312	235,588	414,425	291,807	375,318	875,832	5,234,623

1317

Capital improvements  
Grants  
Payments to developer for Prairie Ridge

- Exhibit 6



Trailside Builders, Inc  
P.O. Box 925  
Mahomet, IL 61853

March 5, 2018

COPY

RE: TIF 2

Dear Sir:

Good day! I have been trying to put together the files on TIF 2 and am finding many pieces missing. I'm hoping you can help me fill in the gaps. In the letter we receive every December, Mr. Drake refers to payment on the Developers Notes. However, we do not have any record of a Developer's Note(s). Please send me any documentation you may regarding this Note(s), including prior payments and principle balance, at your earliest convenience.

wse

In addition, per Sections 2.4 of the Redevelopment Agreement (RA) and 2.1 of the Developer's Sub-agreement (DS), we should be receiving requisitions in the form of Exhibit E of the DS illustrating the specific costs comprising the reimbursement sought, which must be TIF eligible. I appreciate the effort that Mr. Drake gives to demonstrate the incremental EAV from each year, but the reimbursements should be accompanied by specific costs incurred. We have a tally of what has been paid to both Trailside and Prairie Ridge to date and would like to match those up as well as confirm those costs are TIF eligible. Please submit requisitions for each payment made since 2003 to verify these amounts reimbursed.

Prairie Ridge has been a positive addition to the City, as has the TIF District. I'm hopeful we can clear up the records on TIF 2 and perhaps look at developing the other pieces of property in the vicinity sooner rather than later. Please feel free to contact me at (309) 928-2842 with any questions or concerns. I look forward to hearing from you!

Very truly yours,

  
Sue McLaughlin, ICMA-CM  
City Manager

*this is the largest Project to  
Ever that Place in Farmer City  
for the Renew over last 20yr 2,056,155  
+ Repts 5yr Est 775,000 = 2,831,155  
By 2023*

Cc: Stuart Drake

Office Of the City Manager

P.O. Box 49, Farmer City, IL 61842

309-928-3421

*TSB Total 1,359,450 PD  
Farmer City Est 1,511,705*

2



- Exhibit 7



November 19, 2018

Mr. Stuart B. Drake  
Manager  
Prairie Ridge Agriculture LLC  
6081 Silver King Blvd, Unit 606  
Cape Coral, FL 33914

RE: 2017 TIF benefits

Dear Mr. Drake:

I am in receipt of your request for TIF benefits for Year 2017 from TIF 2 of \$113,155.05. If you'll recall, I sent you and Trailside Builders a letter on March 5, 2018 indicating the following:

"...per Sections 2.4 of the Redevelopment Agreement (RA) and 2.1 of the Developer's Sub-agreement (DS), we should be receiving requisitions in the form of Exhibit E of the DS illustrating the specific costs comprising the reimbursement sought, which must be TIF eligible. I appreciate the effort that Mr. Drake gives to demonstrate the incremental EAV from each year, but the reimbursements should be accompanied by specific costs incurred. We have a tally of what has been paid to both Trailside and Prairie Ridge to date and would like to match those up as well as confirm those costs are TIF eligible. Please submit requisitions for each payment made since 2003 to verify these amounts reimbursed."

In addition, we should have been receiving Developer Note forms, per Exhibit G of the Redevelopment Agreement, which we have not received to date either.

Since you have been unable to provide such documentation, the City will not be remitting any further payments to Prairie Ridge Agriculture LLC or Trailside Builders.

**Section 3.6 Cooperation.** Upon request, the Owner shall provide the City all necessary information reasonably required (i) to fulfill any legal requirements with respect to any Bonds, (ii) to document and determine the allocations of Pledged City Revenues under this Agreement with respect to the Development Area, and (iii) as otherwise required or reasonably requested for the City to administer this Agreement. The Owner shall also keep accurate and detailed certified records of all of its TIF Eligible Costs and Non-TIF Eligible Costs including, but not limited to, labor costs, material costs, equipment costs, facilities costs, architectural, engineering and other professional fees, and shall require all contractors the Owner engages to perform work in the Development Area to meet these same requirements. The Owner shall allow or arrange for the City to have reasonable access to such records, including the records of any consultants or experts hired by the Owner.

**Section 3.7 Real Estate Tax Payment.** On or before December 15, 2000, and on or before the 15th day of December of each year thereafter, the Owner shall provide evidence to the City as to: (i) the then EAV of each parcel in the Development Area, and (ii) the payment of real estate taxes within the Development Area. The obligations of the Owner under this Section 3.7 may be fulfilled in whole or in part by one or more Developers. In the event real estate taxes for any portion of the Development Area cannot be shown by such date to have been paid, the relevant subaccount of the Owner Account shall not be credited with, and no funds shall then be deposited into such subaccount with respect to, the amount of Pledged City Revenues that would have been generated had such taxes been paid; provided, however, that if such real estate taxes are thereafter paid then the amount that otherwise would have been so credited and deposited, without any interest thereon, shall be so credited and deposited promptly upon delivery to the City of evidence of payment thereof. If the Owner shall not provide such evidence to the City by December 15th in any year, and shall thereafter fail to provide such evidence within two (2) years from that date, then the right of the Owner to receive Pledged City Revenues that would have been so evidenced shall lapse and such Pledged City Revenues shall be reallocated as City Revenues.

#### ARTICLE IV TRAILSIDE DEVELOPMENT

**Section 4.1 Trailside Developer Subagreement.** The City and the Owner shall, simultaneously with the execution of this Agreement, enter into a Developer Subagreement with Trailside Builders, Inc. ("Trailside") in substantially the form attached as Exhibit F (the "Trailside Developer Subagreement") for commencement of the Trailside Development. For the purposes of this agreement, the "Trailside Development" shall include three initial phases of development within the Development Area, which shall be approximately forty-three (43) acres of residential and commercial development of the southwest corner of the Development Area.

electricity to the Development Area will approach and enter the Development Area as an overhead line. The parties agree to coordinate to allow this overhead feeder line to begin running underground as near to the point at which it enters the Development Area as reasonably possible.

**Section 2.6 Project Approvals.** Trailside shall obtain all necessary approvals, licenses and permits required for the Development on the Trailside Parcel.

**Section 2.7 Compliance with Laws.** Trailside will comply with all federal, state and local laws, regulations and ordinances in completing Development on the Trailside Parcel.

**Section 2.8 Insurance.** In connection with any work related to the Development Area, Trailside shall obtain, from insurance companies reasonably acceptable to the City, workmen's compensation and comprehensive general liability insurance coverage in amounts customary in the industry for similar developments, and shall name the City and the Owner as additional insureds on each such general liability insurance policy. Trailside shall, prior to commencing any work within the Development Area, deliver to the City and the Owner evidence of all insurance required to be maintained under this section.

**Section 2.9 Indemnification.** Except for any claims, suits, or actions caused by the intentional or negligent acts or willful misconduct of the City (which shall include the City's employees, agents, officers or contractors, and except for defense of the designation of the Redevelopment Project Area. Trailside and any person claiming rights through Trailside, shall jointly and severally agree to indemnify, defend and hold the City harmless from and against any claims, suits or actions brought by third parties for death or bodily or personal injury, damage to property, breach of contract or any other claim or demand brought against the City arising from any alleged claims, acts or omissions in connection with the Development Area and their related activities, whether or not suit is filed. Except for any claims, suits, or actions caused by the intentional or negligent acts or willful misconduct of the Owner or the Owner's employees, agents, officers or contractors. Trailside and any person claiming rights through Trailside shall also jointly and severally agree to indemnify, defend and hold the Owner harmless from and against any claims, suits or actions brought by third parties for death or bodily or personal injury, damage to property, breach of contract or any other claim or demand brought against the Owner arising from any alleged claims, acts or omissions in connection with the Development Area and their related activities, whether or not suit is filed.

**Section 2.10 Cooperation.** Upon request, Trailside shall provide the City all necessary information reasonably required (i) to fulfill any legal requirements with respect to any Bonds, (ii) to document and determine the allocations of Pledged City Revenues under this Agreement with respect to the Trailside Parcel, and (iii) as otherwise required or reasonably requested for the City to administer this Agreement. Trailside shall also keep accurate and detailed certified records of all TIF Eligible Costs and Non-TIF Eligible Costs including, but not limited to, labor costs, material costs, equipment costs, facilities costs, architectural, engineering and other professional fees, and shall require all contractors Trailside engages to perform work in

the Development Area to meet these same requirements. Trailside shall allow or arrange for the City to have reasonable access to such records, including the records of any consultants or experts hired by Trailside.

**Section 2.11 Real Estate Tax Payment.** On or before December 15, 2000, and on or before the 15th day of December of each year thereafter, Trailside shall provide evidence to the City as to: (i) the then EAV of each parcel in the Trailside Parcel, and (ii) the payment of real estate taxes within the Trailside Parcel. In the event real estate taxes for any portion of the Trailside Parcel cannot be shown by such date to have been paid, the Developer Subaccount-Trailside Parcel shall not be credited with, and no funds shall then be deposited into such account with respect to, the amount of Pledged City Revenues that would have been generated had such taxes been paid; provided, however, that if such real estate taxes are thereafter paid then the amount that otherwise would have been so credited and deposited, without any interest thereon, shall be so credited and deposited promptly upon delivery to the City of evidence of payment thereof. If the Owner or any Developer shall not provide such evidence to the City by December 15th in any year, and shall thereafter fail to provide such evidence within two (2) years from that date, then the right of the Owner or any such Developer to receive Pledged City Revenues that would have been so evidenced shall lapse and such Pledged City Revenues shall be reallocated as City Revenues.

**Section 2.12 Dedication of Improvements.** Trailside agrees, upon proper completion of the Trailside Developer Improvements and any Trailside-City Improvements (together the "Improvements") to dedicate and convey title to such Improvements to the City, and the City agrees to promptly accept such Improvements upon confirmation by the City that they have been properly completed. Upon acceptance, the City shall be responsible for maintenance and repair of the Improvements. To the extent any portion of the Improvements is not constructed within dedicated public right-of-way, Trailside shall grant (or arrange for the granting of) easements to the City in a location reasonably determined by the City to allow appropriate maintenance.

**Section 2.13 Storm Water Detention and Park Area.** Trailside agrees that the Trailside Development will include a multi-use area for storm water detention and park space as specifically detailed on the attached Exhibit D. Trailside will pay for the costs of preparation of such storm water detention area, including seeding and establishment of grass, and the City will, subject to subsequent appropriation, pay for park improvements with respect thereto. The City agrees to promptly accept ownership of this multi-use area and shall be responsible for mowing and other maintenance thereof.

**Section 2.14 Phased Development Timing.** Unless otherwise agreed between all of the parties, Trailside will develop the Trailside Parcel in the three phases and within the timeframes as set forth below:

Phase 1: Phase 1 shall consist of approximately 17.2 acres located in the southmost portion of the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat

- Exhibit 9

-

## Sue McLaughlin

---

**From:** Stuart Drake <captain@captainduck.net>  
**Sent:** Wednesday, October 30, 2019 1:31 PM  
**To:** Sue McLaughlin  
**Subject:** Prairie Ridge  
**Attachments:** TIF Redevelopment Note.xls

Sue,

Attached is a worksheet I created 12/19/2005 that tracked the unpaid balance on the developer note.

If you look beginning at cell A25, this section deals with Dick Zindars Development note. Cell A29 shows the requisition certificate number 2 was approved on or about 1/5/04. Cell A37 shows requisition certificates 3 and 4 were approved on or about 12/20/05.

Cell M49 shows the outstanding balance as of 12/20/05 was \$1,046,420.18. I stopped updating the sheet since with 9% interest, principal would be reduced by only \$20,000 to \$30,000 at best so it would never be fully paid during the life of the TIF.

I hope this is helpful.

Best wishes,  
Stuart Drake

- Exhibit 9

Redevelopment Note from City of Farmer City to Prairie Ridge Agriculture LLC (assignee of Farmer City Farm Corporation)  
 Int. due annually beginning January 1, 2004

Date	Description	Transaction Amount	Principal Payment	Principal Balance	Interest Description	Interest Transaction Amount	Principal Balance to Accrue Interest	From	To	Days	Rate	Accrued Interest
1/20/2003	Requisition No. 1	10,213.08	(10,213.08)	10,213.08								
1/20/2003	Payment	463.84	463.84	9,749.24			Interest Accrual	1/20/2003	1/1/2005	712	9%	1,711.59
1/17/2005	Payment	2,510.71	799.12	8,950.12	Int Paid to 1/1/05	(1,711.59)						(1,711.59)
1/26/2005	Payment	362.35	362.35	8,587.77								
12/20/2005	Payment	355.80	355.80	8,231.97			Interest Accrual					
							9,749.24	1/1/2005	1/17/2005	16	9%	38.46
							8,950.12	1/17/2005	1/26/2005	9	9%	19.86
							8,587.77	1/26/2005	12/20/2005	328	9%	694.55
												752.88

Total Principal and Interest as of 12-20-05  
 Principal Outstanding 8,231.97  
 8,984.85

Redevelopment Note from City of Farmer City to Trailside Builders, Inc.  
 Int. due annually beginning January 1, 2005

Date	Description	Transaction Amount	Principal Payment	Principal Balance	Interest Description	Interest Transaction Amount	Principal Balance to Accrue Interest	From	To	Days	Rate	Accrued Interest
1/5/2004	Requisition No. 2	112,187.50	(112,187.50)	112,187.50								
1/5/2004	Payment	34,497.49	34,497.49	77,690.01			Interest Accrual					
1/26/2005	Interest Payment	49,910.41	42,247.83	35,442.18	Interest Paid	(7,662.58)						(7,662.58)
12/20/2005	Requisition No. 3	874,222.86	(874,222.86)	909,665.04			Interest Accrual					
12/20/2005	Requisition No. 4	24,335.04	(24,335.04)	934,000.08			874,222.97	11/28/2003	1/1/2005	400	9%	86,224.73
12/20/2005	Interest Payment	54,873.00		934,000.08		(54,873.00)	Interest Accrual					(54,873.00)
							35,442.18	1/1/2005	12/20/2005	353	9%	3,084.93
							874,222.86	1/1/2005	12/20/2005	353	9%	76,093.32
							24,335.04	2/8/2005	12/20/2005	315	9%	1,890.13
												112,420.10

Total Principal and Interest as of 12-20-05  
 Principal Outstanding 934,000.08  
 1,046,420.18

- Exhibit 10 -

12-14-2019 Request from Trail Side Builder

Will meet anytime 217-840-3860  
DKK

Sue

When I received your note on or about 11-13-2017  
you noted extra monies will be in too 2018 TIF Payment  
That ~~amount~~ was all OK?

March 5, 2018

We met 3 times? Before after meeting  
I would receive check for 2017 Payable Dec 15, 2017  
Didn't happen?

I am too old for this event after  
Sue a positive addition for Farmer City

Sue you have stated to me that you  
had a 5 figure amount you could OK  
I Do not know that amount

I need for this to come to a end  
Be done

I Think Elec <sup>OK</sup> is TIF Sue add your amount

42,145  
1,320  
43,465

Trail Side PR 25 lots at 1520 = 38,000  
Service to Church Est 1,150

We know at 5 fig amount  
would like to know your amount  
39,150  
R. White

I would sign off and be done  
With this Project Thanks Trail Side Builder  
By Richard White Pres

- Exhibit 10

# CITY OF FARMER CITY

CITY HALL (309) 928-2842 105 S. MAIN P.O. BOX 49 FARMER CITY, ILLINOIS 61842-0049



Richard Zindars  
Trailside Builders Inc.  
PO Box 925  
Mahomet, IL 61853

Check amount 113,733.12  
Should have been 111,497.19  

---

over pd 2,235.93  
\$40.00  
Duffins

Dear Mr. Zindars,

After looking over the 2016 TIF 2 payments requested by Stuart Drake, the City has overpaid you by \$2,275.93 and should have been \$111,497.19

The extra monies will be credited to your account for the 2018 TIF payment in that amount.

Thank you,

Sue McLaughlin, ICMA-CM  
City Manager  
City of Farmer City

pd check 113,733.12  
111,497.19  

---

over pd 2,235.93  
\$40.00  
# 23315  
Duffins

CITY OF FARMER CITY - FARMER CITY, ILLINOIS 61842

2331

VENDOR NO: 3265

VENDOR NAME: Trailside Builders

CHECK NO: 23315

INV DATE	INVOICE NO	INVOICE DESCRIPTION	NET AMOUNT
11/15/2017	111517	TIF 2 2016 H/L	\$113,733.12

Received Dec 19th 2:00 PM  
Sandy Shaw

111,497.19

①



- Exhibit 10

Dec 30<sup>th</sup> 2003  
meet 9:00 AM only

Trailside Builders, Inc.  
Richard E. Zindars, Sr.

P.O. Box 925 Mahomet, Illinois 61853

217/586-3754

November 20, 2003

Mr. Donald D. Crawford  
City Manager  
City of Farmer City  
105 S. Main Street  
P.O. Box 49  
Farmer City, Illinois 61842-0049

OKed To Pay  
1-5-03 \$34,497.49  
2000 yr  
2001 yr TIF  
2002 yr  
Short Payment

Dear Mr. Crawford

I again, am sending this letter, with regret that previous efforts to obtain payment of the 2000 and 2001 TIF have been unsuccessful. I am also putting fourth effort to obtain payment for the 2002 TIF.

I am submitting to you, copies of the 2000, 2001 and 2002 TIF Breakdowns. I am also including in this letter a breakdown showing the penalty of 9% interest on the unpaid balances.

There was 5% paid 8/10

For the 2000 year, 75% of the TIF 11,345.34 is owed. At 9% interest for the first year this equals \$1021.08 and for the second year it equals \$1112.98. Thus being that for the 2000 TIF year, the total due as of December 15<sup>t</sup>, 2003 is \$13,479.40

For the 2001 year, 75% of the TIF \$11,358.63 is owed. At 9% interest for the first year this equals \$1022.28. Thus being that for the 2001 TIF year, the total due as of December 15<sup>t</sup>, 2003 is \$12,380.91

For the 2002 year, 75% of the TIF \$12,068.18 is owed.

Therefore, the totals that I have figured are as follows:

15% = 5,262.13	11,345.34	2000 TIF (with Interest) = \$13,479.40
Bar 29,922.15	11,358.63	2001 TIF (with Interest) = \$12,380.91
	12,380.91	2002 TIF (w/out Interest) = \$12,068.18
	<u>35,084.88</u>	
<b>Grand Total Due:</b>		<b>\$37,928.49</b>

TIF	Interest	
11,345.34	1,021.08	
11,358.63	1,112.98	
12,068.18	1,022.28	4%
	<u>3,156.34</u>	15%
34,772.15		
15%		

Sincerely,  
Richard E. Zindars, Sr.  
Trailside Builders, Inc.  
Enclosures cc: Mayor Delwin 'Buster' Kirby

15% = 5,215.82	15%
Inter 3,156.34	
Dick 8,372.16	
	<u>37,928.49</u>

Exhibit 11

April 17, 2003

## PRAIRIE RIDGE SUBDIVISION ESTIMATE

(PORTION OF FIRST PLAT CONSTRUCTION AND ENGINEERING COST ATTRIBUTAL TO DEVELOPMENT OF ENTIRE TRACT)

ITEM	2ND PLAT	3RD PLAT	FUTURE PLAT	TOTAL
DETENTION BASIN	\$10,877.00	\$12,588.00	\$16,231.00	\$39,696.00
STORM SEWER	\$4,776.00	\$5,528.00	\$7,128.00	\$17,432.00
SANITARY SEWER	\$2,703.00	\$3,128.00	\$53,192.00	\$59,023.00
SEWAGE PUMP STA	\$7,712.00	\$8,926.00	\$11,510.00	\$28,148.00
STREET Paving	\$1,328.00	\$1,537.00	\$26,135.00	\$29,000.00
ENGINEERING PREL PLAN	\$410.00	\$475.00	\$8,077.00	\$8,962.00
ENGINEERING PHASE 1	\$1,944.00	\$2,250.00	\$2,902.00	\$7,096.00
<b>TOTAL</b>	<b>\$29,750.00</b>	<b>\$34,432.00</b>	<b>\$125,175.00</b>	<b>\$189,357.00</b>

*not built*      *not built*      *undeveloped*

*PR 2-0-01-01  
10-2-03  
64,182*

is in error or not eligible for payment. The Owner or Developer shall, within 10 calendar days of receipt of the City's written notice, provide a response in writing specifying full detail as to why the payment is not in error or is eligible for payment, and the City shall have 10 calendar days from receipt of this response to review the matter and determine whether or not it agrees with the Owner or the Developer. If the City and the Owner or the Developer do not agree within this 10 day timeframe, the parties shall be deemed to be at an impasse, and, notwithstanding any other provision of this Agreement to the contrary, the matter may be settled by judgment of the Circuit Court of DeWitt County upon application of either party for a declaratory judgment, and such court shall also require the costs and fees of the prevailing party in connection therewith, including reasonable attorneys fees, be paid by the other party.

**Section 2.5 Construction of Improvements.** The parties acknowledge that improvements constituting both TIF Eligible Costs and Non-TIF Eligible Costs are required for the construction, maintenance, use, occupancy and full development of the Development Area. The parties further acknowledge such improvements are reasonably expected to be constructed over 20 years. The itemization of improvements that are TIF Eligible Costs and Non-TIF Eligible Costs pursuant to this Agreement is not intended to be exhaustive or exclusive. Proceeds of any Bonds and the Pledged City Revenues may be utilized from time to time to effect the payment of, or reimbursement for, TIF Eligible Costs incurred in construction of improvements necessary as part of the Redevelopment Plan without further amendment to this Agreement; provided, however, that the addition of any TIF Eligible Costs shall not cause the total of the TIF Eligible Costs to exceed the amounts permitted under the Redevelopment Plan unless such Redevelopment Plan is appropriately amended. Adjustments of construction cost estimates may be made and dollar amounts may be allocated differently among the various cost items without further amendment to this Agreement, subject to the provisions of the TIF Act, upon the written consent of the authorized representative of each party.

**Section 2.6 Utilities.** To the extent the City may have the necessary jurisdiction and authority from time to time, the City shall construct, and, if applicable shall, as part of any agreement it may enter that relates to the Development Area, require that utilities both within the Development Area and, to the extent cost effective, any new or improved utilities outside the Development Area constructed to support the utilities within the Development Area, will be located underground. Notwithstanding the foregoing, the parties acknowledge that the three phase feeder line that will supply electricity to the Development Area will approach and enter the Development Area as an overhead line. The parties agree to coordinate to allow this overhead feeder line to begin running underground as near to the point at which it enters the Development Area as reasonably possible. . To the extent the City may have the necessary jurisdiction and authority from time to time, the City shall also require that all sanitary sewer, water main and other utility installations and enhancements for the purpose of serving the Development Area are made so the same are sufficient for the requirements of the Development Area when fully developed.

**Section 2.7 Utility Connections.** Subject to City Council authorization and availability of funds therefor, the City shall provide future sewer, water and electrical connections to the

ARTICLE IV  
OWNER'S COVENANTS AND AGREEMENTS

Section 4.1 Division of Incremental Taxes. The Owner acknowledges and agrees to the allocation of Incremental Taxes to the Developer Subaccount-Trailside as provided under Section 2.3 of the Redevelopment Agreement

Section 4.2 Owner Information. The Owner shall cooperate with the City and upon specific request will provide information required to allow the City to fulfill its obligations under this Agreement and under Illinois law.

Section 4.3 Sewerage Lift Station and Utilities Sizing Reimbursement. The parties acknowledge that development of the Development Area beyond the Trailside Parcel will result in future Developers obtaining the benefit of the expenses incurred by Trailside in constructing the sewerage lift station and in sizing the utilities to support development of the entire Development Area, as provided in Section 2.5. The Owner agrees that if such future development occurs on portions of the Development Area beyond the Trailside Parcel, the Owner, on behalf of Trailside, shall charge such future Developers, in addition to the amount otherwise agreed upon as the purchase price and at the time of initial purchase, an amount per acre that represents the pro rata cost (per acre of the entire Development Area) of the actual installation of the sewerage lift station and the actual incremental cost of oversizing the utilities. Trailside agrees to certify in writing the actual final costs for both the lift station and the incremental oversizing costs, and upon confirming agreement with the costs so presented the Owner shall promptly pay this amount over to Trailside. In the event Trailside and the Owner shall not agree on such amounts for any reason, they agree to refer the determination thereof to a neutral engineering firm qualified and experienced in such matters for a prompt and binding determination of such amounts. The fees of such engineer shall be paid equally by Trailside and the Owner.

ARTICLE V  
BONDS

Section 5.1 Issuance of Bonds. The parties acknowledge that if funds for the purpose of payment for TIF Eligible Costs are not otherwise available to the City, or in the event Trailside seeks to obtain an early repayment of costs incurred in developing the Trailside Parcel and provided it has been established to the City's reasonable satisfaction that an adequate source of payment has already been established from an appropriate portion of the Pledged City Revenues with respect to Development that has already occurred, the City agrees it shall in good faith consider issuance of revenue Bonds to be repaid from such portion of the Pledged City Revenues so evidenced, with the proceeds of such Bonds to be used to pay for a portion of the TIF Eligible Costs as shall be specified to be constructed by Trailside. The sale of, provisions with regard to credit enhancement, term, interest rate and amortization schedule for and other terms and

the Development Area to meet these same requirements. Trailside shall allow or arrange for the City to have reasonable access to such records, including the records of any consultants or experts hired by Trailside.

**Section 2.11 Real Estate Tax Payment.** On or before December 15, 2000, and on or before the 15th day of December of each year thereafter, Trailside shall provide evidence to the City as to: (i) the then EAV of each parcel in the Trailside Parcel, and (ii) the payment of real estate taxes within the Trailside Parcel. In the event real estate taxes for any portion of the Trailside Parcel cannot be shown by such date to have been paid, the Developer Subaccount-Trailside shall not be credited with, and no funds shall then be deposited into such account with respect to, the amount of Pledged City Revenues that would have been generated had such taxes been paid; provided, however, that if such real estate taxes are thereafter paid then the amount that otherwise would have been so credited and deposited, without any interest thereon, shall be so credited and deposited promptly upon delivery to the City of evidence of payment thereof. If the Owner or any Developer shall not provide such evidence within two (2) years from that date, then year, and shall thereafter fail to provide such evidence within two (2) years from that date, then the right of the Owner or any such Developer to receive Pledged City Revenues that would have been so evidenced shall lapse and such Pledged City Revenues shall be reallocated as City Revenues.

**Section 2.12 Dedication of Improvements.** Trailside agrees, upon proper completion of the Trailside Developer Improvements and any Trailside-City Improvements (together the "Improvements") to dedicate and convey title to such Improvements to the City, and the City agrees to promptly accept such Improvements upon confirmation by the City that they have been properly completed. Upon acceptance, the City shall be responsible for maintenance and repair of the Improvements. To the extent any portion of the Improvements is not constructed within dedicated public right-of-way, Trailside shall grant (or arrange for the granting of) easements to the City in a location reasonably determined by the City to allow appropriate maintenance.

**Section 2.13 Storm Water Detention and Park Area.** Trailside agrees that the Trailside Development will include a multi-use area for storm water detention and park space as specifically detailed on the attached Exhibit D. Trailside will pay for the costs of preparation of such storm water detention area, including seeding and establishment of grass, and the City will, subject to subsequent appropriation, pay for park improvements with respect thereto. The City agrees to promptly accept ownership of this multi-use area and shall be responsible for mowing and other maintenance thereof.

**Section 2.14 Phased Development Timing.** Unless otherwise agreed between all of the parties, Trailside will develop the Trailside Parcel in the three phases and within the timeframes as set forth below:

Phase 1: Phase 1 shall consist of approximately 17.2 acres located in the southmost portion of the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat

-Exhibit 14

for the improvements in Phase 1 within ninety (90) days of the execution of this Agreement. Trailside shall begin construction of the improvements within Phase 1 within thirty (30) days of obtaining approval of the final plat for the Phase 1 improvements from the City, but in no event later than nine (9) months after the execution of this Agreement. Trailside agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Phase 2: Phase 2 shall consist of approximately 11 acres located north and west of Phase 1 in the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat for the improvements in Phase 2 in time to allow Trailside to begin construction of the improvements within Phase 2 when it shall have ten (10) or fewer residential lots for sale within Phase 1. Trailside shall commence construction of Phase 2 improvements within thirty (30) days of the approval of the final plat therefor by the City and agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Phase 3: Phase 3 shall consist of approximately 15.7 acres located just west of Phase 2 in the Trailside Parcel. Trailside agrees to seek and obtain approval of a final plat for the improvements in Phase 3 in time to allow Trailside to begin construction of the improvements within Phase 3 when it shall have in total ten (10) or fewer residential lots for sale within Phases 1 and 2. Trailside shall commence construction of Phase 3 improvements within thirty (30) days of the approval of the final plat therefor by the City and agrees to diligently construct and complete the Trailside Developer Improvements and the Trailside/City Improvements within one (1) year of the commencement of the construction thereof.

Time is of the essence of this provision, and Trailside shall not delay for any reason, unless such delay shall be caused by events beyond Trailside's reasonable control.

**Section 2.15 Limitation on Trailside's TIF Eligible Costs.** Unless otherwise agreed by the City, Trailside and the Owner, and except as otherwise provided in this section, the maximum amount of TIF Eligible Costs with respect to which Trailside shall be permitted reimbursement from Pledged City Revenues under this Agreement and the Developer Subaccount-Trailside with regard to each of the three Phases shall be as follows:

Phase 1:	\$1,337,620.00	17.2
Phase 2:	\$ 948,100.00	
Phase 3:	\$ 848,070.00	

For the purpose of tracking these limitations, Trailside agrees that each Requisition Certificate it submits for the Trailside Parcel shall separately identify the portion thereof that represents costs incurred within each Phase. The parties agree that any amounts that may remain in the

\*

Developer Subaccount-Trailside after each of these limits shall have been reached shall be paid over into the Unallocated Development Subaccount or otherwise be available for payment of Owner TIF Eligible Costs as provided in Section 2.3(b)(i) and (ii) of the Redevelopment Agreement, specifically including reimbursing the Owner or any Developer for the costs associated with the turn lane from Route 54 into the Development Area.

**Section 2.16 Topographic Costs.** Trailside agrees to pay the Owner, promptly upon identification, an amount that represents the pro rata portion, based on the acreage of the Trailside Parcel in relation to the total acreage of the Development Area, of any topographic costs paid by or on behalf of the Owner with respect to the planning and establishment of the Development Area.

### ARTICLE III CITY COVENANTS AND AGREEMENTS

**Section 3.1 Use of Special Tax Allocation Funds.** The monies deposited from time to time in the Developer Subaccount-Trailside within the Special Tax Allocation Fund shall be used to make the payments at the times and in the manner as set out in the Redevelopment Agreement, as modified, if at all, by this Agreement.

**Section 3.2 Special Service Areas.** The City, upon the request of Trailside and the consent of the Owner, may designate one or more Special Service Areas ("SSAs") under the Special Service Area Tax Law (the "SSA Law") located within the Trailside Parcel. SSAs shall be designated pursuant to Illinois SSA law for the payment of costs related to the Development that are eligible for funding under Illinois law. In the event an SSA is created, the City will establish and administer appropriate funds and accounts for receipt and application of such tax revenues under the SSA Law and as provided under this Agreement.

**Section 3.3 Filings; Audit; Accounts.** The City shall promptly comply with all lawful requests, including requests from any taxing district or agency, for information concerning initial and annual filings and submission for, and qualification of, the Redevelopment Project Area and the right to receive Incremental Taxes. The Special Tax Allocation Fund and any other funds, accounts or subaccounts created or maintained under this Agreement will be included as part of the City's annual audit (or special audit, as the case may be) that includes the Redevelopment Project Area, and such audit will be furnished upon request to Trailside promptly upon its completion and availability to, and acceptance by, the City. The City agrees to establish accounting procedures to track Incremental Taxes with respect to the Trailside Parcel and the Developer Subaccount-Trailside in order to monitor, account for, deposit and disburse Pledged City Revenues as required under the Redevelopment Agreement and this Agreement. The City agrees to provide the Owner prompt notice in the event the City becomes aware that any of the funds in the Developer Subaccount-Trailside are likely in the near future to be declared surplus or will otherwise be required to be returned to any taxing authorities; provided, however, that the