

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2015**

Name of Redevelopment Project Area:	LaSalle TIF District V
Primary Use of Redevelopment Project Area*:	Combination/Mixed
If "Combination/Mixed" List Component Types:	Commercial & Residential
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/>	Industrial Jobs Recovery Law <input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	X	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits from any source equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M		X

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2015

TIF NAME: LaSalle TIF District V

Fund Balance at Beginning of Reporting Period

\$ 13,984

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 129,936	\$ 684,433	81%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 69	\$ 510	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	\$ 55,571	\$ 160,571	19%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ 185,576

Cumulative Total Revenues/Cash Receipts

\$ 845,514 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 202,693

Distribution of Surplus

Total Expenditures/Disbursements

\$ 202,693

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ (17,117)

FUND BALANCE, END OF REPORTING PERIOD*

\$ (3,133)

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

SURPLUS*/(DEFICIT)(Carried forward from Section 3.3)

\$ (92,558,986)

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

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

FY 2015

TIF NAME: LaSalle TIF District V

FUND BALANCE, END OF REPORTING PERIOD \$ (3,133)

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
N/A		

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid

Public Projects		\$ 36,221,707
Private Projects		\$ 46,014,626
Capital Costs		\$ 9,808,902
Administrative Projects		\$ 510,618

Total Amount Designated for Project Costs \$ 92,555,853

TOTAL AMOUNT DESIGNATED \$ 92,555,853

SURPLUS*/(DEFICIT) \$ (92,558,986)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

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

FY 2015

TIF NAME: LaSalle TIF District V

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

No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

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

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

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

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

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

PAGE 1

FY 2015

TIF NAME: LaSalle TIF District V

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 **MUST BE INCLUDED** WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below* _____ <u>6</u>			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 40,374	\$ -	\$ 1,629,776
Ratio of Private/Public Investment	0		0

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE

Gary & Julie Hammers			
Private Investment Undertaken (See Instructions)			\$ -
Public Investment Undertaken	\$ 11,639		\$ 200,000
Ratio of Private/Public Investment	0		0

Project 2:

Canal Corridor Association			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 10,688		\$ 533,996
Ratio of Private/Public Investment	0		0

Project 3:

Henry Donald LaSalle Subway, Inc.			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 18,047		\$ 233,946
Ratio of Private/Public Investment	0		0

Project 4:

Thomas Arnold			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 401,357
Ratio of Private/Public Investment	0		0

Project 5:

Buckman Iron & Metal Co, Inc.			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 65,585
Ratio of Private/Public Investment	0		0

Project 6:

American Nickeloid Employees Credit Union			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 194,892
Ratio of Private/Public Investment	0		0

ATTACHMENT "B"



City of LaSalle

La Salle County, Illinois

City Offices - 745 Second Street - La Salle, Illinois 61301-2599

Bus: 815-223-3755 Fax: 815-223-9508

www.lasalle-il.gov

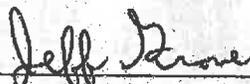
Jeff Grove
Mayor
Cell: 815-488-4300
jgrove@lasalle-il.gov

CERTIFICATION OF

CHIEF EXECUTIVE OFFICER

The undersigned, Jeff Grove, Mayor of the City of LaSalle, Illinois, hereby certifies that the City of LaSalle has complied with all of the requirements of 65 ILCS 5/11-74.4-1 et. seq. during the City's Fiscal Year, May 1, 2014 through April 30, 2015.

Signed the 1st day of February, 2016.



City of LaSalle, Illinois

JACOB  KLEIN^{LLP}
Attorneys at Law

February 2, 2016

Mr. Jeff Grove
City of LaSalle
745 Second Street
LaSalle, Illinois 61301

RE: City of LaSalle
Tax Increment Financing District V
FY 2015

Dear Mayor and Council Members:

As Special Attorney for the City of LaSalle, Illinois, it is my opinion, based upon the information provided to our office that the City has complied with the requirements for the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. This opinion is based upon the review of information prepared, in part, by others and provided to this office. To the best of our knowledge, such information is accurate but we have not independently verified all of such information. This opinion is prepared for and intended for the use of the City Council, its officers and management, and for the Comptroller of the State of Illinois. It is not intended for and should not be used or relied upon by others.

Sincerely,


Thomas N. Jacob

Thomas N. Jacob
Nicolas P. Nelson

1701 Clearwater Ave. | Bloomington, IL 61704
ph. 309.664.7777 | fax 309.664.7878

Herbert J. Klein

925 Shooting Park Rd., Suite A | Peru, IL 61354
ph. 815.223.7550 | fax 815.223.7577

LA SALLE DOWNTOWN TIF DISTRICT V
Fiscal Year 2015
Analysis of Annual Expenditures

	Year ended April 30, 2015	TOTAL EXPENDITURES
	Expenditure	2006-2015
I. Public Projects:		
Land Acquisition/Demolition	\$ 0	\$ 0
Street Repairs	\$ 73,095	\$ 264,281
Streetscape Improvements	\$ 0	\$ 216,674
Retaining Walls/Walkways	\$ 77,827	\$ 90,338
Building Rehabilitation	\$ 0	\$ 0
Municipal Buildings	\$ 0	\$ 0
Storm Sewer	\$ 0	\$ 0
Sanitary Sewer	\$ 0	\$ 0
Water Main Repairs	\$ 0	\$ 0
Water/Sewer Extension	\$ 0	\$ 0
Wastewater Plant	\$ 0	\$ 0
Engineering/Architectural	\$ 0	\$ 0
Landscaping	\$ 0	\$ 0
Canal Properties	\$ 0	\$ 0
II. Private Projects:		
Hotel Renovation	\$ 0	\$ 0
Commercial Renovation	\$ 0	\$ 0
a. Canal Corridor Association	\$ 1,954	\$ 10,688
Commercial/Residential Rehab.	\$ 0	\$ 0
a. Thomas Arnold	\$ 0	\$ 0
Commercial/Residential Apartments	\$ 0	\$ 0
a. Gary & Julie Hammers	\$ 1,701	\$ 11,639
Commercial/Retail Development I	\$ 0	\$ 0
a. Henry Donald LaSalle Subway, Inc.	\$ 3,366	\$ 18,047
b. Buckman Iron & Metal Co, Inc.	\$ 0	\$ 0
c. American Nickeloid Employee C.U.	\$ 0	\$ 0
Commercial/Retail Development II	\$ 0	\$ 0
Marina Project I	\$ 0	\$ 0
Marina Project II	\$ 0	\$ 0
TOTAL	\$ 157,943	\$ 611,667
III. Taxing District's Capital Costs:		
LaSalle Grade School District #122	\$ 11,899	\$ 65,578
LP High School District #120	\$ 9,285	\$ 60,351
Illinois Valley Community College	\$ 5,015	\$ 28,053
LaSalle County	\$ 6,819	\$ 37,116
TOTAL	\$ 33,018	\$ 191,098
IV. Administrative & Professional Services		
Professional Services	\$ 11,732	\$ 45,839
Administrative	\$ 0	\$ 43
TOTAL	\$ 11,732	\$ 45,882
TOTAL EXPENDITURES	\$ 202,693	\$ 848,647

ATTACHMENT "E"

ORDINANCE NUMBER 2486

An Ordinance Approving And Authorizing The
Execution Of A Redevelopment Agreement
Between The City Of LaSalle And
American Nickeloid Employees Credit Union

WHEREAS, the City of LaSalle deems it to be appropriate in furtherance of its corporate powers and in the best interests of the City of LaSalle that a certain Redevelopment Agreement be entered into between the City of LaSalle and American Nickeloid Employees Credit Union (herein collectively referred to as "Developer"), a copy of which proposed Redevelopment Agreement is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, this Ordinance is passed pursuant to appropriate statutory and other legal authority, and further pursuant to appropriate powers of the City of LaSalle, including, but not being limited to, the home rule power of the City of LaSalle; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LASALLE, LASALLE COUNTY, ILLINOIS AS FOLLOWS:

Section 1: That the above referred to recitals are hereby made a part and portion of the ordained portion of this Ordinance.

Section 2: That the City of LaSalle is hereby authorized to enter into a Redevelopment Agreement with American Nickeloid Employees Credit Union, which shall be substantially the same form as that set forth on attached Exhibit "A", with the exception of such modifications, if any, as may be jointly approved by the Mayor and the Director of Economic Development of the City of LaSalle.

Section 3: That the Mayor, the City Clerk and such other City Officials as are necessary and appropriate in the circumstances, are hereby authorized and empowered to do and perform such reasonable and appropriate acts as are necessary and appropriate in order to carry out and effectuate the intent and purpose of this Ordinance.

Section 4: That this Ordinance shall be in full force and affect from and after its passage, approval and publication according to law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of LaSalle, LaSalle County, Illinois, held on the 20th day of May, 2014.

MAYOR AND ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
James Demes	X		
James W. Bacidore	X		
Tom Ptak	X		
Jerry Reynolds	X		
John Lavieri	X		
John S. Duncan, III	X		
Therold Herndon	X		
Mark Schneider	X		
Jeff Grove, Mayor			

APPROVED: , Dated 5/20/2014
Mayor

ATTEST: , Dated 5/20/2014
City Clerk, City of LaSalle

Published in pamphlet form and posted on May 22, 2014.

STATE OF ILLINOIS)
) SS.
COUNTY OF LA SALLE)

I, Carrie Brown, certify that I am duly elected and acting municipal clerk of the City of La Salle, Illinois, La Salle County, Illinois.

I further certify that on the 20th day of May, 2014 the corporate authorities of the above municipality passed and approved Ordinance No. 2486, entitled: An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of La Salle and American Nickeloid Employees Credit Union provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No.2486 including the ordinance and cover sheet thereof was prepared and a copy of such ordinance was posted in the municipal building, commencing on the 22nd day of May 2014 and continuing for at least ten days thereafter. Copies of the ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated in La Salle, Illinois this 22nd day of May, 2014.

(SEAL)



City Clerk

EXHIBIT A

TIF REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LA SALLE

AND

AMERICAN NICKELOID EMPLOYEES CREDIT UNION

LA SALLE DOWNTOWN TIF DISTRICT

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

**CITY OF LA SALLE, LA SALLE COUNTY, ILLINOIS
LA SALLE DOWNTOWN TIF DISTRICT**

and

AMERICAN NICKELOID EMPLOYEES CREDIT UNION

MAY, 2014

TIF REDEVELOPMENT AGREEMENT
by and between
CITY OF LA SALLE
LA SALLE DOWNTOWN TIF DISTRICT
and
AMERICAN NICKELOID EMPLOYEES CREDIT UNION

THIS AGREEMENT (including Exhibits) is entered into this 20th day of May, 2014, by and between the **CITY OF LA SALLE** ("City"), an Illinois Municipality, LaSalle County, Illinois, and **AMERICAN NICKELOID EMPLOYEES CREDIT UNION**, an Illinois Credit Union ("Developer").

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety and welfare of the City and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, Illinois statute (65 ILCS 5/8-1-2-5) allows a municipality to appropriate and expend funds for economic development purposes, including, without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the "TIF Act"), the City has the authority to provide incentives to owners or prospective owners of real property to acquire, redevelop, rehabilitate and/or upgrade such property by reimbursing such owner(s) for certain costs incurred in connection with the acquisition, redevelopment and/or upgrades from increases in real estate tax revenues ("Tax Increment") resulting therefrom or from other City revenues to the extent specified and agreed herein; and

WHEREAS, on April 10, 2007, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City established the LaSalle Downtown TIF District ("TIF District"), pursuant to the Act by approving a Tax Increment Financing Redevelopment Plan and Projects (Ordinance No. 2069), designating a Redevelopment Project Area (Ordinance No. 2070), and Adopting Tax Increment Financing (Ordinance No. 2071); and

WHEREAS, the Redevelopment Project Area consists of a property owned by the Developer, commonly known as 154 3rd Street, LaSalle, Illinois (the "Property"), and identified by real estate parcel identification number (PIN) 18-15-315-004; and

WHEREAS, the Developer has acquired the Property and has plans to construct a new credit union thereon, and is doing so based upon the expected availability of TIF real estate tax increment incentives offered by the City (the "Project"); and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City generated from its Project and the City agreed to such incentives; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax base of the City, which increased tax base will be used, in part, to finance incentives to assist development within the Redevelopment Project Area; and

WHEREAS, the Developer's Redevelopment Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area (the "Redevelopment Plan") and further conforms to the current land uses of the City as of the date of this Agreement; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the City may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Project Area; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the City may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached *Exhibit "1"* of this Redevelopment Agreement; and

WHEREAS, the City has determined that the Developer's Project requires the incentives set forth herein and the Developer's Project will, as a part of the Redevelopment Project Area, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City has determined that the Developer's Project is desirable for economic development in the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements, including but not limited to land acquisition, site preparation costs, public infrastructure improvements, and other public and private costs to be incurred by the Developer in furtherance of the Project are eligible projects costs under the Act and are consistent with the expected Development Plan of the City; and

WHEREAS, the parties agree that the City shall reimburse the Developer **Fifty Percent (50%)** of the annual "net" incremental increase in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's TIF Eligible Project Costs as set forth in *Exhibit "1"* attached hereto. Such reimbursement shall commence with the tax year 2015 payable 2016 real estate tax increment generated by the Project, and shall continue for the current remaining life of the TIF District, tax year 2030 payable 2031, or upon the Developer receiving the maximum reimbursement amount of One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (\$194,892.00) as set forth in *Exhibit "1"* attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the LaSalle Downtown TIF District designated as the "*American*

Nickeloid Employees Credit Union Special Account. "Net Real Estate Tax Increment" is defined as real estate tax increment derived from the Developer's Project as previously described after payment of a proportionate share of administrative fees and costs and payments pursuant to any Intergovernmental Agreements, if applicable; and

WHEREAS, the total cumulative reimbursements of real estate tax increment paid by the City to the Developer for the Project shall not, in any event, exceed One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (**\$194,892.00**) during the current remaining life of the TIF District; and

WHEREAS, in consideration of the execution of this Agreement, the Developer will, subject to the terms of this Agreement, complete the Project for the Use; and

WHEREAS, this Agreement has been submitted to the Mayor and Council Members of the City (collectively, the "Corporate Authorities") for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the City according to the terms hereof, and any and all actions of the Corporate Authorities of the City precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. STATEMENTS AND INCENTIVES

1. The City represents that the matters set forth in the recitals above are true and correct and are incorporated into this Agreement.
2. The parties acknowledge and agree that:
 - a. The Property is commonly referred to as 154 3rd Street, LaSalle, Illinois (the "Property"), and identified by County real estate parcel identification number (PIN) 18-15-315-004;
 - b. The Developer owns the Property and will improve the Property conditioned upon the availability of TIF incentives provided by the City;
 - c. The Developer requested that TIF incentives for the Redevelopment Project be provided by the City from incremental increases in real estate taxes of the City generated from the Redevelopment Project, and the City has agreed to such TIF incentives;
 - d. The City has agreed to reimburse the Developer a sum not to exceed One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (**\$194,892.00**) from the Special Tax Allocation Fund for the Developer's Estimated TIF Eligible Projects Costs as set forth in *Exhibit "1"*;
 - e. The Parties have agreed that the total cumulative reimbursements of real estate tax

increment paid by the City to the Developer for the Project shall not, in any event, exceed One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (\$194,892.00) during the current remaining life of the TIF District, tax year 2030 payable 2031, whichever occurs first.

3. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
4. The City is extending incentives for this Project based upon the Developer's commitment to complete construction of the Project on or before the date that is two (2) years after the date of approval of this Agreement by the City. If construction is not completed as of that date, this Agreement shall become null and void with no future action required unless the City has agreed to extend this Agreement. For purposes of this Agreement, construction is deemed completed upon the Project being completed so that the Developer's credit union operations have commenced at that location.
5. Provided that the terms of this Agreement are materially complied with, the City agrees to reimburse Developer for Developer's Estimated TIF Eligible Project Costs as more specifically set forth in this Agreement based upon the Developer's representations herein and completion of the Developer's Redevelopment Project as set forth in this Agreement.
6. Each of the parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "LaSalle Downtown TIF District" which includes the Property, and has approved certain Redevelopment Project Costs, including those set forth in *Exhibit "1"* for the Developer's Redevelopment Project. The City agrees that it will not revoke or amend the Redevelopment Project Area or any of the ordinances adopted by the City relating to the Redevelopment Project Area, the Developer's Redevelopment Project or this Agreement if such revocation or amendment would prevent or materially impair the development of the Developer's Redevelopment Project by Developer or interfere with the reimbursement by the City of the Developer's Estimated TIF Eligible Project Costs in accordance with this Agreement.

C. INCENTIVES

In consideration for the Developer's purchase of the Property and in anticipation of completion of the Developer's Redevelopment Project, the City agrees to extend to Developer the following incentives to assist Developer's completion of the Developer's Redevelopment Project:

REIMBURSEMENT OF TIF REAL ESTATE TAX INCREMENT

- a. The City shall reimburse the Developer **Fifty Percent (50%)** of the "net" incremental increases in real estate taxes generated by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs. Said reimbursements shall commence with real estate tax increment derived from the real estate taxes assessed in year 2015 and

paid in year 2016, and continue for the current remaining life of the TIF District, tax year 2030 payable 2031, or until all TIF eligible project costs (*Exhibit "1"*) are fully reimbursed, not to exceed a total of One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (**\$194,892.00**), whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the LaSalle Downtown TIF District designated as the "*American Nickeloid Employees Credit Union Special Account*" (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.

- b. "Net" Increment is defined as increases in annual real estate tax increment derived from the Developer's Redevelopment Project as described in *Section C(1)(a)* above after payment for a proportionate amount of administrative fees and costs and payments pursuant to City approved Intergovernmental Agreements, if any, for this TIF District.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall not be entitled to any other reimbursement by the City for other Eligible Project Costs beyond the maximum cumulative reimbursement of One Hundred Ninety-Four Thousand Eight Hundred Ninety-Two and 00/100 Dollars (**\$194,892.00**) as set forth herein.
2. The City is not obligated to use any of its proportionate share (i.e., the balance of increment available after the reimbursement of Developer as required by the terms stated herein) of the monies for any of Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. Developer agrees to substantially complete the Project, subject to Force Majeure, as defined below.

E. PAYMENT OF TIF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Redevelopment Costs (*Exhibit "2"*, "Requisition") submitted from time to time by Developer to the City's TIF Administrator, Jacob & Klein, Ltd., with a copy to The Economic Development Group (collectively the "Administrator"), and subject to the Administrator's approval of the costs. Developer may submit verification of costs and request reimbursement at one time, or as Eligible Project Costs, as listed on *Exhibit "1"*, are incurred.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has

incurred in any year as set forth in Paragraphs 1 and 2 above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior tax year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next tax year's real estate increment receipts.

4. Any real estate increment not required to be paid to the Developer under the terms of Paragraph 3 shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for eligible expenses only to the extent permitted by law and the Act and may allocate such funds for any purpose during the term of this Agreement or the term of the Redevelopment Project Area, whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disapproval will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be reasonably required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by Developer, pursuant to the Redevelopment Plan and as allowed by Illinois law. City shall pay such approved eligible costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay Developer shall carry forward, until paid, without further action of Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of TIF Eligible Project Costs and, therefore, qualification for reimbursement hereunder, are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will assist the Developer in every respect as to obtaining approval of TIF Eligible Project Costs.
9. The Developer may submit for prior approval of estimated TIF Eligible Project Costs by the City before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF REAL ESTATE TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from

the City, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2030 payable 2031); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended and benefits for such an extended time are provided for in this Agreement.

H. LIMITED OBLIGATION

The City's obligation hereunder to pay Developer for TIF Eligible Project Costs is a limited obligation to be paid solely from the Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against the City's general credit or taxing power.

I. CITY PUBLIC PROJECTS

The City intends to use part or all of the City's share of the Developer's Redevelopment Project real estate tax increment for other public projects within the Redevelopment Project Area. The City shall be eligible for reimbursement of the costs of doing so, as well as other eligible costs incurred by the City of the TIF District.

J. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, or its authorized designee, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county, or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Party for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, a Defaulting Party shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence; provided, however, Developer and City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or City.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided prior written notice is provided to the City and City's consent is obtained prior to such assignment. Consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed and the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained and the nature of the Developer's Redevelopment Project shall not be substantially changed.

O. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

P. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Q. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY:

City Clerk, City of LaSalle
City Hall
745 Second Street
LaSalle, IL 61301
Telephone: (815) 223-3755

TO DEVELOPER:

American Nickeloid Employees Credit Union
Attn: Nancy Camenisch
400 1st Street
LaSalle, IL 61301
Telephone: (815) 223-8410
Fax: (815) 223-6116

With Copy To:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

R. SUCCESSORS IN INTEREST

Subject to the provisions of *Paragraph N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

S. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

T. TERM OF THE AGREEMENT

This Agreement shall expire upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2030 payable 2031) or sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or the Developer has received all incentives included herein.

U. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

V. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

W. AMENDMENTS TO THIS AGREEMENT

The parties hereto may amend this Agreement at any time by their mutual consent, which amendment must be in writing and executed by the Parties.

X. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Y. INDEMNIFICATION OF CITY

The Developer acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act and shall not pay less than the prevailing rate of wages as found by the City or Department of Labor to all laborers, workers and mechanics performing work under this Agreement. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the "indemnified Parties"), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.*), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at LaSalle, Illinois.

**CITY OF LA SALLE,
an Illinois Municipal Corporation**

BY:

Jeff Lane
Mayor, City of LaSalle, Illinois

**AMERICAN NICKELOID
EMPLOYEES CREDIT UNION,
Developer**

BY:

Lizesa Kuzhnik
TREASURER

ATTEST:

BY:

Carrie Brown
Clerk, City of LaSalle, Illinois

Printed Name & Title

Frank Senica
CHAIRMAN OF BOARD

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

American Nickeloid Employees Credit Union
LaSalle Downtown TIF District in the City of LaSalle, LaSalle County, Illinois

Project Description: The Developer intends to invest approximately \$500,000 to construct
a new credit union on the Property.

PIN#: 18-15-315-004

Street Location: 154 3rd Street, LaSalle, Illinois.

Estimated TIF Eligible Project Costs:

Site Preparation, Clearing and Grading	\$125,202.00
Demolition	\$7,790.00
Planning, Engineering & Architectural	\$42,350.00
Other Professional Fees (e.g., legal, accounting, financial)	\$11,750.00
Landscaping	<u>\$7,800.00</u>
Total <i>Estimated</i> TIF Eligible Project Costs*	\$194,892.00

*[*NOTE: Reimbursement of TIF Eligible Project Costs to Developer per Section C(1) is not to exceed \$194,892.00.]*

ATTACHMENT "K"

CITY OF LASALLE, ILLINOIS TAX INCREMENT FINANCING V/SPECIAL TAX ALLOCATION FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL Year Ended April 30, 2015

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Taxes:			
Property tax	\$ 130,913	\$ 129,936	\$ (977)
Sales tax	-	-	-
Interest	-	69	69
	130,913	130,005	(908)
Total revenues			
EXPENDITURES			
General government:			
Legal fees	4,220	11,732	(7,512)
Tax refunds, schools	-	-	-
Tax refunds, other	13,920	13,839	81
Intergovernment agreements	26,397	26,200	197
Capital improvements, other	50,000	150,922	(100,922)
Payments to developers	-	-	-
Miscellaneous expense	-	-	-
	94,537	202,693	(108,156)
Debt service:			
Principal payments	-	-	-
Interest payments	-	-	-
Bank charges	-	-	-
Fiscal agent fees	-	-	-
	-	-	-
Total expenditures	94,537	202,693	(108,156)
Excess (deficiency) of revenues over expenditures	36,376	(72,688)	(109,064)
OTHER FINANCING USES			
Operating transfers in	-	55,571	55,571
Excess (deficiency) of revenues and other financing sources over expenditures	\$ 36,376	(17,117)	\$ (53,493)
FUND BALANCE, BEGINNING OF YEAR		13,984	
FUND BALANCE, END OF YEAR		\$ (3,133)	

ATTACHMENT "L"

Becker Professional Suites
850 East Thompson Street, Princeton, Illinois 61356

JAY MICKOW, CPA, P.C.

815.872.3330 tel

815.872.3332 fax

Independent Auditor's Report

To the Honorable City Council
City of LaSalle, Illinois

We have audited, in accordance with generally accepted auditing standards, the financial statements of the City of LaSalle, Illinois as of and for the year ended April 30, 2015, and have issued our report thereon dated January 19, 2016.

In connection with our audit, nothing came to our attention that caused us to believe that the City of LaSalle, Illinois failed to comply with the provisions of the Illinois Tax Increment Allocation Redevelopment Act with respect to allowable costs as identified in Section 11-74.4-3(q) of the Act. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

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

 *Jay Mickow, CPA, P.C.*

Princeton, Illinois
January 19, 2016

City of LaSalle
TIF District V
Intergovernmental Agreements

ATTACHMENT M

1. LaSalle Grade School District #122

During the 2015 Fiscal Year, \$11,899 was paid from the TIF District to the School District.

2. LaSalle County

During the 2015 Fiscal Year, \$6,819 was paid from the TIF District to the School District.

3. LaSalle Peru High School District #120

During the 2015 Fiscal Year, \$9,285 was paid from the TIF District to the School District.

4. Illinois Valley Community College

During the 2015 Fiscal Year, \$5,015 was paid from the TIF District to the School District.