

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2017**

| | |
|---|--|
| Name of Redevelopment Project Area (below): | |
| Tax Increment Financing District #3 | |
| Primary Use of Redevelopment Project Area*: Combination/Mixed | |

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

| | |
|---|-------------------|
| | Industrial; Other |
| If "Combination/Mixed" List Component Types: | Commercial |
| Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): | |
| Tax Increment Allocation Redevelopment Act | <u> X </u> |
| Industrial Jobs Recovery Law | <u> </u> |

| | 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 |
| Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan including any project implemented and a description of the redevelopment activities.? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D | | X |
| Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E | | X |
| Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F | X | |
| Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G | X | |
| Were there any reports 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 the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement labeled Attachment I and Attachment J <u>MUST</u> be Yes | X | |
| An 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 attachment I is yes, Analysis <u>MUST</u> be attached and labeled Attachment J | X | |
| Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K | | X |
| Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, The audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 labeled Attachment L | | X |
| A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only, not actual agreements labeled Attachment M | | X |

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

Provide an analysis of the special tax allocation fund.

FY 2017

TIF NAME:

Tax Increment Financing District #3

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 2,581,144

| SOURCE of Revenue/Cash Receipts: | Revenue/Cash Receipts for Current Reporting Year | Cumulative Totals of Revenue/Cash Receipts for life of TIF | % of Total |
|---|--|--|------------|
| Property Tax Increment | \$ 11,081,101 | \$ 181,859,296 | 84% |
| State Sales Tax Increment | | \$ 3,501,444 | 2% |
| Local Sales Tax Increment | | \$ 1,513,695 | 1% |
| State Utility Tax Increment | | | 0% |
| Local Utility Tax Increment | | | 0% |
| Interest | \$ 20,913 | \$ 3,111,733 | 1% |
| Land/Building Sale Proceeds | | \$ 336,148 | 0% |
| Bond Proceeds | | \$ 5,399,925 | 2% |
| Transfers from Municipal Sources | | \$ 8,256,560 | 4% |
| Private Sources | | \$ 1,024,596 | 0% |
| Other (Reimbursements \$158,481 - Grants \$9,170 - Loan Proceeds \$256,667) | \$ 424,318 | \$ 11,919,809 | 5% |

All Amount Deposited in Special Tax Allocation by source \$ 11,526,332

Cumulative Total Revenues/Cash Receipts \$ 216,923,206 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 12,633,570

Distribution of Surplus

Total Expenditures/Disbursements \$ 12,633,570

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (1,107,238)

FUND BALANCE, END OF REPORTING PERIOD* \$ 1,473,906

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

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

FY 2017

TIF NAME: Tax Increment Financing District #3

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment project costs)

PAGE 1

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|--|-----------|-----------------------|
| 1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost. | | |
| Professional Services | 213,312 | |
| Administration | 1,417,950 | |
| Dues | 850 | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 1,632,112 |
| 2. Annual administrative cost. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ - |
| 3. Cost of marketing sites. | | |
| Marketing | 62,111 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 62,111 |
| 4. Property assembly cost and site preparation costs. | | |
| Property Assembly | 23,581 | |
| Property Acquisition | 3,117 | |
| Demolitions | 284,977 | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 311,675 |
| 5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area. | | |
| Remodeling | 1,039,820 | |
| Transfer to Debt Service Fund 66 for Bonds for Remodeling of Police Department/City Hall | 688,750 | |
| Transfer to Debt Service Fund 46 for Bonds for Remodeling of Police Department/City Hall | 582,263 | |
| Transfer to Tax Increment Financing District #1 for rehabilitation of building | 78,352 | |
| | | |
| | | |
| | | |
| | | |
| | | \$ 2,389,185 |
| 6. Costs of construction. | | |
| North Illinois Streetscape | 658,266 | |
| West Belleville Bike Trail | 21,810 | |
| West Main Streetscape from 6th to 17th Street | 15,957 | |
| Juanita Place | 263,391 | |
| Transfer to Sewer Construction Fund | 625,000 | |
| East A Street | 73,610 | |
| South 8th Street | 38,203 | |
| Other - See Attached Schedule for Additional Projects | 981,171 | |
| | | \$ 2,677,408 |

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c))
Continuation of Item #6 from Page 1

FY 2017

TIF NAME: Tax Increment Financing District #3

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
 (by category of permissible redevelopment cost)

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|---|---------|-----------------------|
| 6. Costs of construction. | | |
| Infrastructure Improvements | 132,633 | |
| Ditch Program | 39,484 | |
| Asphalt Patch | 246,414 | |
| Parking Lot Improvements | 72,374 | |
| Sidewalk Projects | 286,455 | |
| IL 13/Freeburg Avenue Roundabout | 5,138 | |
| Nichols Center Retaining Wall | 49,940 | |
| Shooting Range Improvements | 65,000 | |
| Entrance Park Retaining Wall | 75,244 | |
| Lakeshore Drive | 8,489 | |
| | | |
| | | |
| | | |
| Total Carried Forward to Section 3.2A, Page 1, Item #6 | | \$ 981,171 |

Section 3.2 B

FY 2017

TIF NAME:

Tax Increment Financing District #3

Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

| Name | Service | Amount |
|--|-------------------------------------|-----------------|
| Bank of Belleville | Capital Costs | \$ 47,677.00 |
| Belle Valley District 119 | Capital Costs | \$ 460,754.00 |
| Belleville Americorps | Professional Services | \$ 15,000.00 |
| Belleville HS District 201 | Capital Costs | \$ 1,496,775.00 |
| Belleville News Democrat | Marketing | \$ 21,285.00 |
| Belleville School District 118 | Capital Costs | \$ 1,806,118.00 |
| Canadian National Railroad | Const. of Public Works & Improve. | \$ 38,203.00 |
| CDS Office Technologies | Capital Costs | \$ 39,276.00 |
| Christ Bros. Asphalt, Inc. | Const. of Public Works & Improve. | \$ 240,851.00 |
| Commerce Bank | Remodeling & Capital Costs | \$ 149,426.00 |
| Economic Development Resources | Professional Services | \$ 31,748.00 |
| Ehret Plumbing & Heating, Inc | Const. of Public Works & Improve. | \$ 47,421.00 |
| Electrico, Inc. | Professional Services | \$ 88,620.00 |
| Environmental Consultants LLC | Remodeling & Professional Services | \$ 74,230.00 |
| Fournie Contracting Company, Inc. | Const. of Public Works & Improve. | \$ 41,615.00 |
| Greater Belleville Chamber of Commerce | Marketing | \$ 10,450.00 |
| Haier Plumbing & Heating, Inc | Const. of Public Works & Improve. | \$ 75,244.00 |
| Hank's Excavating & Landscaping, Inc. | Const. of Public Works & Improve. | \$ 588,306.00 |
| Harmony School District 175 | Capital Costs | \$ 304,175.00 |
| High Mount District 116 | Capital Costs | \$ 13,110.00 |
| Illinois Department of Transportation | Const. of Public Works & Improve. | \$ 344,673.00 |
| Impact Strategies Inc | Remodeling | \$ 787,710.00 |
| Kaskaskia Engineering Group LLC | Prof. Svcs & Const. of Public Works | \$ 129,338.00 |
| Keel Engineering Inc | Professional Services | \$ 11,082.00 |
| Kuhlmann Design Group | Prof. Svcs & Const. of Public Works | \$ 30,369.00 |
| Lindenwood University | Remodeling | \$ 150,000.00 |
| Miles Chevrolet | Capital Costs | \$ 18,444.00 |
| Reuther Ford, Inc | Capital Costs | \$ 210,277.00 |
| Ed Roehr Safety Products | Capital Costs | \$ 39,785.00 |
| Rooters American Maintenance Inc | Const. of Public Works & Improve. | \$ 58,763.00 |
| S Shafer Excavating, Inc | Demolitions | \$ 51,905.00 |
| Signal Hill District 181 | Capital Costs | \$ 128,956.00 |
| See Attached Schedule for Additional Vendors | | |

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

FY 2017

TIF NAME: Tax Increment Financing District #3

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

Check here if no property was acquired by the Municipality within the
 _____ Redevelopment Project Area.

Property Acquired by the Municipality Within the Redevelopment Project Area.

| | |
|--|--------------------------|
| Property (1): | 708 West Monroe |
| Street address: | 708 West Monroe |
| Approximate size or description of property: | 708 West Monroe |
| Purchase price: | 779.25 |
| Seller of property: | St. Clair County Trustee |

| | |
|--|--------------------------|
| Property (2): | 723 West Monroe |
| Street address: | 723 West Monrie |
| Approximate size or description of property: | 723 West Monroe |
| Purchase price: | 779.25 |
| Seller of property: | St. Clair County Trustee |

| | |
|--|--------------------------|
| Property (3): | 314 North Church St |
| Street address: | 314 North Church St |
| Approximate size or description of property: | 314 North Church St |
| Purchase price: | 779.25 |
| Seller of property: | St. Clair County Trustee |

| | |
|--|--------------------------|
| Property (4): | 818 West Washington St |
| Street address: | 818 West Washington St |
| Approximate size or description of property: | 818 West Washington St |
| Purchase price: | 779.25 |
| Seller of property: | St. Clair County Trustee |

SECTION 5 - 20 ILCS 620/4.7 (7)(F)

PAGE 1

FY 2017

TIF Name:

Tax Increment Financing District #3

Page 1 is to be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.Select **ONE** of the following by indicating an 'X':

| | |
|---|-----|
| 1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area. | |
| 2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.) | X |
| 2a. The number of projects undertaken by the municipality within the Redevelopment Project Area: | 125 |

LIST the projects undertaken by the Municipality Within the Redevelopment Project Area:

| TOTAL: | 11/1/99 to Date | Estimated Investment for Subsequent Fiscal Year | Total Estimated to Complete Project |
|--|-----------------|---|--|
| Private Investment Undertaken (See Instructions) | \$ 92,118,347 | \$ - | \$ - |
| Public Investment Undertaken | \$ 40,300,914 | \$ - | \$ 897,295 |
| Ratio of Private/Public Investment | 2 2/7 | | 0 |

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Cleveland Ave Bridge Reconstruction

| | | | |
|--|------------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 765,708 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 2*: Peterson Pond Dam

| | | | |
|--|-----------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 30,286 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 3*: 20th Street Overlay

| | | | |
|--|----------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 7,278 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 4*: Traffic Signal Update

| | | | |
|--|-----------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 67,433 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 5*: Bikeways

| | | | |
|--|------------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 494,667 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 6*: Bellevue Park

| | | | |
|--|------------|--|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 316,137 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

Project 7*: Laderman Park

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 80,840 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 8*: Metrolink

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 200,000 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 9*: Belle Valley Detention Basin

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 15,063 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 10*: Streetscape Lighting

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 34,961 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 11*: Forest Gate

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 65,600 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 12*: Belle Valley Industrial

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 12,232 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 13*: 43rd Street Improvements

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 121,487 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 14*: Bellevue Park Restroom

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 21,550 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 15*: Pleasant Hill Restroom

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 118,966 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 16*: Mascoutah/Garfield Parking Area

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 55,112 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 17*: Monroe Ave RR Crossing

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 34,971 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 18*: 47th, 51st, 53rd St. Improvements

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 27,667 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 19*: Pleasant Hill Park Improvements

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 92,205 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 20*: Cambridge Park Improvements

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 54,813 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 21*: Hwy 15 & 17th St Intersection

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 105,055 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 22*: Storm Sewers & Drainage Basin

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 398,490 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 23*: Concrete & Sidewalk Improvements

| | | | |
|--|----|-----------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 2,344,394 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 24*: Main Street Streetscape

| | | | |
|--|----|---------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 121,907 | |
| Ratio of Private/Public Investment | | 0 | 0 |

Project 25*: Garnette Street Improvements

| | | | |
|--|----|--------|---|
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 35,058 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|-----------|--|------|
| Project 26: West Main Parking Lot | | | |
| Private Investment Undertaken (See Instructions) | | | \$ - |
| Public Investment Undertaken | \$ 17,750 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|-----------|--|---|
| Project 27: City Hall Windows | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 37,610 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|---|-----------|--|---|
| Project 28: Douglas & E Main; 6th & W Main Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 33,579 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|------------|--|---|
| Project 29: North Charles Streetscape | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 109,069 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|-----------|--|---|
| Project 30: West Main Welcome Sign | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 75,190 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|---|-----------|--|---|
| Project 31: Walnut Hill Cemetery Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 70,504 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|------------|--|---|
| Project 32: Parking Lots | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 195,372 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|------------|--|---|
| Project 33: Citizen Park Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 133,868 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|-----------|--|---|
| Project 34: Pool Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ 33,223 | | |
| Ratio of Private/Public Investment | 0 | | 0 |

| | | | |
|--|----|--------|---|
| Project 35: | | | |
| Scheel Street Station | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 51,255 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 36: | | | |
| South Jackson Street Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 134,355 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 37: | | | |
| 11th Street Construction | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 508,047 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 38: | | | |
| Belleville Streetscape | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 855,260 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 39: | | | |
| North 15th Street & Donna Drive | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 322,725 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 40: | | | |
| Public Works Office | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 69,156 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 41: | | | |
| South Belt West Sewer Separation | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 2,870,268 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 42: | | | |
| South Fire Station | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 3,196,225 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 43: | | | |
| 17th Street Extension and Widening | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 4,859,589 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 44: | | | |
| Old Caseyville/15th Street Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 111,419 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 45: | | | |
| Sandwedge @ 159 Project | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 291,179 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 46: | | | |
| 512 West Main - Parks & Recreation Bldg | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 1,809,720 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 47: | | | |
| Maintenance Campus/Salt Storage Bldg | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 606,967 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 48: | | | |
| Frank Scott Parkway Widening | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 745,067 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 49: | | | |
| Tower Plaza Road Extension | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 119,166 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 50: | | | |
| 95th & IL 157 | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 278,090 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 51: | | | |
| U-Mark Inc. | | | |
| Private Investment Undertaken (See Instructions) | \$ | 70,000 | |
| Public Investment Undertaken | \$ | 11,000 | |
| Ratio of Private/Public Investment | | 6 4/11 | 0 |

| | | | |
|--|----|--------|---|
| Project 52: | | | |
| White Cottage | | | |
| Private Investment Undertaken (See Instructions) | \$ | 55,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 53: | | | |
| Watt's Copy Systems | | | |
| Private Investment Undertaken (See Instructions) | \$ | 290,800 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 54: | | | |
| Yaekel & Associates | | | |
| Private Investment Undertaken (See Instructions) | \$ | 145,000 | |
| Public Investment Undertaken | \$ | 36,800 | |
| Ratio of Private/Public Investment | | 3 63/67 | 0 |

| | | | |
|--|----|-----------|---|
| Project 55: | | | |
| Shaw Management Corp | | | |
| Private Investment Undertaken (See Instructions) | \$ | 100,700 | |
| Public Investment Undertaken | \$ | 20,000 | |
| Ratio of Private/Public Investment | | 5 2/57 | 0 |
| Project 56: | | | |
| Southwest Illinois Health Ventures | | | |
| Private Investment Undertaken (See Instructions) | \$ | 2,000,000 | |
| Public Investment Undertaken | \$ | 150,000 | |
| Ratio of Private/Public Investment | | 13 1/3 | 0 |
| Project 57: | | | |
| Super Center of Belleville | | | |
| Private Investment Undertaken (See Instructions) | \$ | 180,000 | |
| Public Investment Undertaken | \$ | 1,240 | |
| Ratio of Private/Public Investment | | 145 5/31 | 0 |
| Project 58: | | | |
| PTL Manufaturing | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,850,000 | |
| Public Investment Undertaken | \$ | 169,071 | |
| Ratio of Private/Public Investment | | 10 65/69 | 0 |
| Project 59: | | | |
| RST LLC | | | |
| Private Investment Undertaken (See Instructions) | \$ | 844,000 | |
| Public Investment Undertaken | \$ | 36,866 | |
| Ratio of Private/Public Investment | | 22 42/47 | 0 |
| Project 60: | | | |
| Plumbers & Pipefitters Local 101 | | | |
| Private Investment Undertaken (See Instructions) | \$ | 3,371,000 | |
| Public Investment Undertaken | \$ | 52,139 | |
| Ratio of Private/Public Investment | | 64 17/26 | 0 |
| Project 61: | | | |
| Manprit Hospitality | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,450,000 | |
| Public Investment Undertaken | \$ | 60,000 | |
| Ratio of Private/Public Investment | | 24 1/6 | 0 |
| Project 62: | | | |
| McCullough's Flooring | | | |
| Private Investment Undertaken (See Instructions) | \$ | 850,000 | |
| Public Investment Undertaken | \$ | 105,000 | |
| Ratio of Private/Public Investment | | 8 2/21 | 0 |
| Project 63: | | | |
| Meyer on Main | | | |
| Private Investment Undertaken (See Instructions) | \$ | 250,000 | |
| Public Investment Undertaken | \$ | 100,000 | |
| Ratio of Private/Public Investment | | 2 1/2 | 0 |
| Project 64: | | | |
| Market Fresh Pizza | | | |
| Private Investment Undertaken (See Instructions) | \$ | 151,100 | |
| Public Investment Undertaken | \$ | 6,600 | |
| Ratio of Private/Public Investment | | 22 59/66 | 0 |

| | | | |
|--|----|-----------|---|
| Project 65: | | | |
| Oliver C. Joseph | | | |
| Private Investment Undertaken (See Instructions) | \$ | 4,279,000 | |
| Public Investment Undertaken | \$ | 141,667 | |
| Ratio of Private/Public Investment | | 30 9/44 | 0 |

| | | | |
|--|----|-----------|---|
| Project 66: | | | |
| Kelly's Limousine | | | |
| Private Investment Undertaken (See Instructions) | \$ | 2,300,000 | |
| Public Investment Undertaken | \$ | 120,000 | |
| Ratio of Private/Public Investment | | 19 1/6 | 0 |

| | | | |
|--|----|------------|------------|
| Project 67: | | | |
| Lindenwood University | | | |
| Private Investment Undertaken (See Instructions) | \$ | 12,000,000 | |
| Public Investment Undertaken | \$ | 2,665,580 | \$ 750,000 |
| Ratio of Private/Public Investment | | 4 1/2 | 0 |

| | | | |
|--|----|---------|---|
| Project 68: | | | |
| Lindenwood University | | | |
| Private Investment Undertaken (See Instructions) | \$ | 150,000 | |
| Public Investment Undertaken | \$ | 75,000 | |
| Ratio of Private/Public Investment | | 2 | 0 |

| | | | |
|--|----|---------|---|
| Project 69: | | | |
| Jimmy John's Gourmet Sandwiches | | | |
| Private Investment Undertaken (See Instructions) | \$ | 640,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|----------|---|
| Project 70: | | | |
| BWE & TME, Inc | | | |
| Private Investment Undertaken (See Instructions) | \$ | 378,615 | |
| Public Investment Undertaken | \$ | 8,000 | |
| Ratio of Private/Public Investment | | 47 17/52 | 0 |

| | | | |
|--|----|---------|---|
| Project 71: | | | |
| Golden Years Adult Support Center | | | |
| Private Investment Undertaken (See Instructions) | \$ | 338,000 | |
| Public Investment Undertaken | \$ | 13,508 | |
| Ratio of Private/Public Investment | | 25 1/45 | 0 |

| | | | |
|--|----|---------|---|
| Project 72: | | | |
| Glazner Electric | | | |
| Private Investment Undertaken (See Instructions) | \$ | 350,000 | |
| Public Investment Undertaken | \$ | 38,980 | |
| Ratio of Private/Public Investment | | 8 93/95 | 0 |

| | | | |
|--|----|---------|---|
| Project 73: | | | |
| Fletcher's Kitchen & Tap | | | |
| Private Investment Undertaken (See Instructions) | \$ | 300,000 | |
| Public Investment Undertaken | \$ | 24,000 | |
| Ratio of Private/Public Investment | | 12 1/2 | 0 |

| | | | |
|--|----|-----------|---|
| Project 74: | | | |
| Ehret Plumbing & Heating | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,000,000 | |
| Public Investment Undertaken | \$ | 170,665 | |
| Ratio of Private/Public Investment | | 5 55/64 | 0 |

| | | | |
|--|----|-----------|---|
| Project 75: | | | |
| Benoist Brothers Supply Co | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,300,000 | |
| Public Investment Undertaken | \$ | 126,415 | |
| Ratio of Private/Public Investment | | 10 19/67 | 0 |
| Project 76: | | | |
| Bank of Belleville | | | |
| Private Investment Undertaken (See Instructions) | \$ | 520,000 | |
| Public Investment Undertaken | \$ | 50,000 | |
| Ratio of Private/Public Investment | | 10 2/5 | 0 |
| Project 77: | | | |
| B & D Industrial Properties | | | |
| Private Investment Undertaken (See Instructions) | \$ | 600,000 | |
| Public Investment Undertaken | \$ | 47,295 | |
| Ratio of Private/Public Investment | | 12 35/51 | 0 |
| Project 78: | | | |
| Bully's Smokehouse | | | |
| Private Investment Undertaken (See Instructions) | \$ | 700,000 | |
| Public Investment Undertaken | \$ | 6,000 | |
| Ratio of Private/Public Investment | | 116 2/3 | 0 |
| Project 79: | | | |
| Auffenberg Ford | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,000,000 | |
| Public Investment Undertaken | \$ | 2,367,867 | |
| Ratio of Private/Public Investment | | 19/45 | 0 |
| Project 80: | | | |
| Stargazers Entertainment | | | |
| Private Investment Undertaken (See Instructions) | \$ | 750,000 | |
| Public Investment Undertaken | \$ | 108,050 | |
| Ratio of Private/Public Investment | | 6 16/17 | 0 |
| Project 81: | | | |
| George Renner & Sons Funeral Home | | | |
| Private Investment Undertaken (See Instructions) | \$ | 308,000 | |
| Public Investment Undertaken | \$ | 75,000 | |
| Ratio of Private/Public Investment | | 4 8/75 | 0 |
| Project 82: | | | |
| Dr. Cynthia Littlefield DMD | | | |
| Private Investment Undertaken (See Instructions) | \$ | 230,000 | |
| Public Investment Undertaken | \$ | 8,300 | |
| Ratio of Private/Public Investment | | 27 59/83 | 0 |
| Project 83: | | | |
| Howard Concrete Pumping | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,100,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |
| Project 84: | | | |
| DaVita Dialysis | | | |
| Private Investment Undertaken (See Instructions) | \$ | 2,100,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 85: | | | |
| Legend Holdings | | | |
| Private Investment Undertaken (See Instructions) | \$ | 870,000 | |
| Public Investment Undertaken | \$ | 17,500 | |
| Ratio of Private/Public Investment | | 49 5/7 | 0 |

| | | | |
|--|----|---------|---|
| Project 86: | | | |
| Contractors Roofing & Supply | | | |
| Private Investment Undertaken (See Instructions) | \$ | 590,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 87: | | | |
| North Illinois Streetscape | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 2,272,755 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 88: | | | |
| Dapron Drive | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 1,060,712 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 89: | | | |
| BiCentennial Park | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 1,178,624 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 90: | | | |
| North 37th Street Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 46,059 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|------------|-----------|
| Project 91: | | | |
| The EDGE | | | |
| Private Investment Undertaken (See Instructions) | \$ | 5,340,000 | |
| Public Investment Undertaken | \$ | 5,175 | \$ 48,420 |
| Ratio of Private/Public Investment | | 1031 61/69 | 0 |

| | | | |
|--|----|--------|---|
| Project 92: | | | |
| IL 15 Interchange @ 158 | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 32,732 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 93: | | | |
| East Washington Coupler | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 112,000 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 94: | | | |
| Fletcher's Kitchen & Tap | | | |
| Private Investment Undertaken (See Instructions) | \$ | 45,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|-----------|
| Project 95: | | | |
| The Abbey | | | |
| Private Investment Undertaken (See Instructions) | \$ | 945,000 | |
| Public Investment Undertaken | | | \$ 23,135 |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 96: | | | |
| The Atrium of Belleville | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,500,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 97: | | | |
| Kroger Limited Partnership | | | |
| Private Investment Undertaken (See Instructions) | \$ | 2,900,000 | |
| Public Investment Undertaken | \$ | 200,000 | |
| Ratio of Private/Public Investment | | 14 1/2 | 0 |

| | | | |
|--|----|--------|---|
| Project 98: | | | |
| Midwest Plumbing | | | |
| Private Investment Undertaken (See Instructions) | \$ | 6,000 | |
| Public Investment Undertaken | \$ | 15,000 | |
| Ratio of Private/Public Investment | | 2/5 | 0 |

| | | | |
|--|----|---------|---|
| Project 99: | | | |
| M. Hubbard Construction | | | |
| Private Investment Undertaken (See Instructions) | \$ | 350,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|-----------|
| Project 100: | | | |
| TJBC, Inc. - 4604 West Main | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,643,000 | |
| Public Investment Undertaken | \$ | 10,000 | \$ 44,770 |
| Ratio of Private/Public Investment | | 164 3/10 | 0 |

| | | | |
|--|----|---------|---|
| Project 101: | | | |
| Juanita Place | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 818,317 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 102: | | | |
| Lincoln Avenue | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 346,425 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 103: | | | |
| Glenview Resurfacing | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 73,939 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 104: | | | |
| Parking Lot Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 245,393 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 105: | | | |
| South First Street | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 205,536 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 106: | | | |
| IL 13/Freeburg Avenue Roundabout | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 258,358 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 107: | | | |
| West Belleville Bike Trail | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 370,483 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 108: | | | |
| South 8th Street | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 797,884 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 109: | | | |
| West Main Streetscape from 6th to 17th Street | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 166,825 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 110: | | | |
| Southside Park Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 145,846 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 111: | | | |
| Hough Park Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 183,372 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 112: | | | |
| MAC Medical, Inc. | | | |
| Private Investment Undertaken (See Instructions) | \$ | 930,000 | |
| Public Investment Undertaken | \$ | 15,000 | |
| Ratio of Private/Public Investment | | 62 | 0 |

| | | | |
|--|----|---------|----------|
| Project 113: | | | |
| Pro-Pack Testing Laboratory, Inc. | | | |
| Private Investment Undertaken (See Instructions) | \$ | 365,532 | |
| Public Investment Undertaken | | | \$ 5,695 |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|------------|---|
| Project 114: | | | |
| St. Paul's Home | | | |
| Private Investment Undertaken (See Instructions) | \$ | 29,500,000 | |
| Public Investment Undertaken | \$ | 250,000 | |
| Ratio of Private/Public Investment | | 118 | 0 |

| | | | |
|--|----|---------|-----------|
| Project 115: | | | |
| Empire Comfort Systems, Inc. | | | |
| Private Investment Undertaken (See Instructions) | \$ | 327,600 | |
| Public Investment Undertaken | | | \$ 25,275 |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 116: | | | |
| East A Street | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 130,975 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 117: | | | |
| Lakeshore Drive | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 17,528 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 118: | | | |
| 29th Street | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 60,716 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 119: | | | |
| Precision Practice Management, Inc. | | | |
| Private Investment Undertaken (See Instructions) | \$ | 250,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|---------|---|
| Project 120: | | | |
| City Hall remodeling | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 850,000 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 121: | | | |
| Nichols Center Retaining Wall | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 49,940 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 122: | | | |
| Shooting Range Improvements | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 65,000 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|--------|---|
| Project 123: | | | |
| Entrance Park Retaining Wall | | | |
| Private Investment Undertaken (See Instructions) | | | |
| Public Investment Undertaken | \$ | 72,244 | |
| Ratio of Private/Public Investment | | 0 | 0 |

| | | | |
|--|----|-----------|---|
| Project 124: | | | |
| Marketplace Redevelopment (SonomaCap II) | | | |
| Private Investment Undertaken (See Instructions) | \$ | 3,000,000 | |
| Public Investment Undertaken | \$ | 275,000 | |
| Ratio of Private/Public Investment | | 10/10/11 | 0 |

| | | | |
|--|----|-----------|---|
| Project 125: | | | |
| TJBC, Inc - 6435 West Main St | | | |
| Private Investment Undertaken (See Instructions) | \$ | 1,605,000 | |
| Public Investment Undertaken | | | |
| Ratio of Private/Public Investment | | 0 | 0 |

CITY OF BELLEVILLE, ILLINOIS



MARK W. ECKERT, MAYOR
101 SOUTH ILLINOIS STREET
BELLEVILLE, ILLINOIS 62220-2105
(618) 233-6810

September 25, 2017

C.J. Schlosser & Company, L.L.C.
233 East Center Drive
P.O. Box 416
Alton, IL 62002

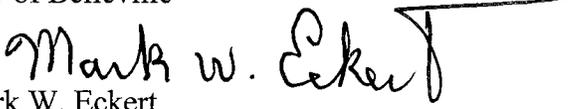
RE: Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District # 8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 West, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Rt.15/South Greenmount, Tax Increment Financing District #21 Belle Valley Phase III, and Tax Increment Financing District #22 Route 15 North.

Dear Gentlemen / Ladies:

I, Mark W. Eckert, the duly elected Mayor of the City of Belleville, Illinois, County of St. Clair, and as such, do hereby certify that the City of Belleville has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act during the municipal fiscal year ending May 1, 2016- April 30, 2017 to the best of my knowledge and belief.

Sincerely,

City of Belleville


Mark W. Eckert
Mayor

CITY OF BELLEVILLE, ILLINOIS



GARRETT P. HOERNER, CITY ATTORNEY
5111 WEST MAIN STREET
BELLEVILLE, ILLINOIS 62226-4728
Phone: (618) 235-0020
Fax: (618) 235-8558
E-Mail: gphoerner@belleville.net

September 24, 2017

C.J. Schlosser
233 East Center Drive
P.O. Box 416
Alton, Illinois 62002

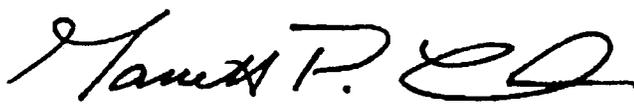
**Re: Illinois Tax Increment Redevelopment Act:
Fiscal Year 2017 (May 1, 2016 through April 30, 2017)**

Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District #8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 West, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Rt.15/South Greenmount, Tax Increment Financing District #21 Belle Valley Phase III.

Mr. Schlosser:

As City Attorney for the City of Belleville, Illinois (City), I have reviewed all information provided to me by the Mayor and his staff for the period May 1, 2016 through April 30, 2017 (FY2017). I find that the City has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder, to the best of my knowledge and belief.

This opinion relates only to the time period set forth and is based upon information available to me.

By: 
Garrett P. Hoerner

PART II - ACTIVITIES

During its Fiscal Year ending April 30, 2017, the City of Belleville undertook or assisted in the following activities within its Tax Increment Financing Districts:

- TIF #1 Payments were made to terminate this TIF during the year.
- TIF #2 Payments were made to terminate this TIF during the year.
- TIF #3 \$4,698,175 of tax incentive rebates were issued to school districts and \$4,075 of tax incentive rebates were issued to businesses. This District also completed several public works improvements as well as performed needed demolition activity.
- TIF #4 Payments were made to terminate this TIF during the year.
- TIF #8 This District incurred expense of \$59,887 for new sidewalks.
- TIF #9 No Material Activity.
- TIF #10 \$788,336 was paid a developer to reimburse for costs incurred for improvements that are part of a developer agreement.
- TIF #11 No Material Activity.
- TIF #12 This District incurred expense of \$187,067 for street improvements.
- TIF #13 No Material Activity.
- TIF #14 This District incurred expense of \$10,969 for lift station repairs.
- TIF #15 This District paid out tax incentive rebates of \$762,908 for costs incurred for improvements that are part of a developer agreement related to a retail complex located near Greenmount Road. This District also retired bond debt related to the retail complex.
- TIF #16 This District paid out tax incentive rebates of \$54,977 to a business. This District also incurred expense related to the ditch program.
- TIF #17 This District incurred expense of \$13,500 related to Bellecourt Banquet Center improvements. District also incurred expense of \$126,764 for Meredith Home roof replacement.
- TIF #18 This District incurred expense of \$43,355 for street improvements.
- TIF #19 This District paid out tax incentive rebates of \$495,254 to a business as part of a developer agreement and retired bond debt related to that agreement.
- TIF #20 This District paid out tax incentive rebates of \$63,656 to a business.
- TIF #21 No Material Activity.

REDEVELOPMENT AGREEMENT

Dated as of 7-18, 2016

by and between

CITY OF BELLEVILLE, ILLINOIS

and

SONOMACAP RE FUND II, LLC

relating to:

MARKETPLACE REDEVELOPMENT PROJECT

CITY OF BELLEVILLE, ILLINOIS

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of July 18, 2016, by and among the CITY OF BELLEVILLE, ILLINOIS (the "City"), an incorporated municipality of the State of Illinois, and SONOMACAP RE FUND II, LLC, an Illinois limited liability company (the "Developer").

RECITALS

1. The City believes that the redevelopment of the Business District and Tax Increment Financing Area is in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

2. The City has determined that the Developer possesses the experience and qualifications to undertake the Redevelopment Project (as hereinafter defined).

3. In order to induce the Developer to undertake the Redevelopment Project, the City desires to pledge and expend Business District Revenues and Tax Increment Financing Revenues (as hereinafter defined) to facilitate the financing of the Redevelopment Project.

4. Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 through 65 ILCS 5/11-74.4-11 of the Illinois Compiled Statutes, as amended (the "TIF Act"), the City Council, by Ordinance No. 4352 adopted on December 30, 1986, and amended by Ordinance No. 6628 adopted on March 17, 2004, adopted and approved a redevelopment plan entitled "TIF III Redevelopment Plan and Project" (the "Redevelopment Plan") and designated as the "TIF III Redevelopment Project Area" a certain portion of the City described therein (the "Redevelopment Project Area").

5. Pursuant to the Business District Act, 65 ILCS 5/11-74.3 et seq. (the "Business District Act"), the City Council, by Ordinance No. 7969 adopted on July 18, 2016, adopted and approved a redevelopment plan entitled "6401 West Main Marketplace Redevelopment Plan and Project" dated June 1, 2016 (the "BD Redevelopment Plan") and designated as the "6401 West Main Marketplace Redevelopment Project Area" a certain portion of the City described therein (the "redevelopment Project Area").

6. The Developer has determined that the Redevelopment Project is not economically feasible using traditional development financing and is unwilling to undertake the Redevelopment Project and pay costs connected with the Redevelopment Project unless the City agrees that the Business District Revenues (as hereinafter defined) and Tax Increment Financing Revenues (as hereinafter defined) will be used to pay for the costs incurred by the Developer in completing the Redevelopment Project.

7. The Corporate Authorities hereby determine that the adoption of the Business District Plan, the implementation of the Redevelopment Project and the fulfillment, generally, of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Business District Plan.

8. Pursuant to provisions of both the Business District Act and TIF Act, the City is authorized to enter into this Agreement and to pledge the Business District and Tax Increment Financing Revenues to the Developer as a means of assisting in financing of the Redevelopment Project.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND FINDINGS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“**Acts**” means, collectively, the Illinois Municipal Code, the TIF Act and the Business District Act, all as supplemented and amended.

“**Agreement**” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

“**Authorized City Representative**” means the Mayor of the City, or such other Person at the time designated to act on behalf of the City.

“**Business Day**” means a day which is not a Saturday, Sunday or any other day on which banking institutions in the City are required or authorized to close.

“**Business District**” means the district within the City created pursuant to the Business District Act and consisting of the area of the Business District Area.

“**Business District Area**” means the area of the City legally described in **Exhibit A** attached hereto and incorporated by reference herein.

“**Business District Act**” means the Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3 et seq.

“**Business District Revenues**” means all tax revenues received by the City from the retailers’ occupation tax and service occupation tax and the hotel operators’ occupation tax levied by the City within the Business District, the rate of such tax shall be such rate permitted by law and as designated by the Developer from time to time.

“**Business District Tax Allocation Fund**” means the fund to be created and maintained by the City pursuant to the Business District Act in to which are to be deposited the Business District Revenues.

“Certificate of Substantial Completion” means a document substantially in the form of **Exhibit E** attached hereto, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s substantial completion of the Redevelopment Project.

“Certification of Reimbursable Redevelopment Project Costs” means a document, substantially in the form of **Exhibit F** attached hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“City” means the City of Belleville, Illinois, a municipal corporation and political subdivision of the State

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Concept Site Plan” means the site development plan attached hereto as **Exhibit C** and incorporated herein by this reference, which depicts the conceptual program for the Work and the Redevelopment Project, which is in accordance with the Business District Plan, and which shall be subject to change from time to time in accordance with the provisions of **Sections 3.6.2** hereof and provided that the site plan approved by the City pursuant to its zoning ordinance or any other approval process with the City, shall constitute the Concept Site Plan for the purposes of this Agreement, to the extent of any changes from the original Concept Site Plan attached hereto.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Corporate Authorities” means the corporate authorities of the City.

“Developer” means SonomaCap RE Fund II, LLC, an Illinois limited liability company and its permitted successors and assigns.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project and the Work and consistent with the Business District Plan, the Concept Site Plan and this Agreement.

“Mayor” means the Mayor of the City or his/her duly authorized agent.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“Pledged Revenues” means the TIF Revenues and the Business District Revenues pledged to the Developer pursuant to the terms of this Agreement.

“Property” means that portion of the real property within or around the Tax Increment Financing District III and Business District Area (including but not limited to all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in or around the Tax Increment Financing District III and Business District Area, excluding public rights-of-way, as the Developer deems reasonably necessary for the implementation of the Redevelopment Project and the Work.

“Redevelopment Project” means the Redevelopment Project for the Business District and Tax Increment Financing District III Area described on the Concept Site Plan, subject to change from time to time in accordance with the provisions hereof.

“Redevelopment Project Costs” means all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Business District Plan or the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) costs of demolition of buildings and the clearing and grading of land; (d) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (e) costs of construction of public works or improvements; (f) all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Business District Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; (g) payments in lieu of taxes; and (h) all other costs authorized for reimbursement pursuant to the Business District and the Acts.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs that are reimbursable under Article V hereof, as described in Exhibit G attached hereto.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended.

“State” means the State of Illinois.

“TIF Act” means the Tax Increment Allocation and Redevelopment Act, 65 ILCS 5/11-74.4 et seq.

“Taxing District” means any political subdivision of the State having the power to levy ad valorem property taxes within the Business District Area.

“TIF Project Costs” means all reasonable or necessary costs actually incurred in performing the Developer Project and specifically defined under the term redevelopment costs” in the TIF Act and as further set forth on Exhibit G attached hereto.

“TIF Revenues” means the TIF Grant pledged to the Developer pursuant to Article IV of this Agreement.

“Work” means all work necessary to prepare the Property and to construct the Redevelopment Project, including but not limited to: (1) construction of the public

improvements, (2) storm sewers, stormwater control, detention facilities and other infrastructure improvements required by the U.S. Army Corps of Engineers, IEPA, IDNR, St. Clair County, the City or any other entity in order to obtain all necessary approvals and permits, (3) water mains, and (4) construction, reconstruction and/or relocation of other utilities, including the burying or relocation of electrical lines in accordance with the City's municipal code; (5) demolition and removal of any existing buildings and improvements located on the Property and clearing and grading of the Property; (6) construction of retaining structures and wetland mitigation; (7) construction and/or rehabilitation of the commercial buildings and structures, and parking fields, and screening and site landscaping on the Property, as described in the Redevelopment Proposal and as modified from time to time in accordance with the Concept Site Plan; (8) environmental remediation with respect to the Property; and (9) all other Work described in the Redevelopment Proposal, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

1.2 Business District Act. The City agrees to make all requisite filings and to otherwise take any and all action required to impose and enforce the one percent (1%) retailers occupation and service occupation tax and the hotel operator's occupation tax pursuant to the Business District Act.

ARTICLE II. ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer and grants to the Developer the exclusive right to perform the Work in accordance with the Concept Site Plan, this Agreement and all Governmental Approvals.

2.2. Developer Advance of Funds. Except as provided herein, the Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, all subject to the provisions hereof.

2.3 Reimbursable Redevelopment Project Costs. All sums advanced by the Developer under this Article II shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of existing Tax Increment Financing III Special Tax Allocation Fund and Business District Revenues, to the extent permitted by law, and subject to the funding limitations set forth in Article IV of this Agreement.

ARTICLE III.

SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; CITY APPROVALS

3.1. Compliance With State and Local Laws. The Developer's performance pursuant to this Agreement shall be in compliance with applicable state and local laws. The Construction Plans, construction practices and procedures with respect to the Work, and construction contracts shall be in conformity with all applicable state and local laws, ordinances and regulations.

3.2. Project and Construction Schedule. The Developer shall commence and complete each of its obligations under this Agreement with respect to the construction and completion of the Work, and the Redevelopment Project, including the Redevelopment Project, in accordance with the following schedule:

| <u>Activity</u> | <u>Time for Performance</u> |
|--|--|
| Developer shall have acquired the property and filed all documents required for site plan approval | No later than 30 days following the date of this Agreement |
| Developer shall cause to have commenced construction of the Work | Within 60 days after the date of this Agreement |
| Developer shall have achieved or caused Substantial Completion and submitted a Certificate of Substantial Completion, with respect thereto, that is accepted by the City | Within six (6) months after the date of this Agreement |

3.3. Developer to Construct the Redevelopment Project. The Developer shall cause completion of all of the Work in accordance with the schedule set forth in **Section 3.2.**

3.4. Governmental Approvals; Extensions of Time. The City agrees to cooperate with the Developer and to process and timely consider all applications for the Governmental Approvals as received, including timely rezoning and subdivision of the Property, all in accordance with the applicable City ordinances and laws of the State of Illinois. Notwithstanding any provision of this Agreement to the contrary, the Developer may, upon reasonable cause shown by the Developer, request the Mayor or his designee to extend or waive times for performance. The Mayor or his designee may, but is not required to, consent to such extensions or waivers without further action by the Corporate Authorities.

3.5. Concept Site Plan.

3.5.1. Approval of Concept Site Plan. The Concept Site Plan is hereby approved.

3.5.2. Changes. During the progress of the Work, the Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Redevelopment Project as may be in furtherance of the general objectives of the Redevelopment Plan; provided, however, that the Developer may not make any Material Changes to the Concept Site Plan without the advance written consent of the City. For purposes of this Section, "Material Change" shall mean any change that could reasonably be expected to result in a decrease in the aggregate amount of Pledged Revenues generated by the respective Phase of the Redevelopment Project to an amount

less than 85% of the aggregate amount of projected Project Revenues, as set forth on **Exhibit B** hereto.

3.5.3. Outdoor Seating. The City agrees that the Developer is permitted to construct outdoor seating on the property so long as the parking ratios as outlined in the City's Development Code and the other requirements of the City's Revised Code of Ordinances are met.

3.6. Construction Plans.

3.6.1. Standards. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Illinois and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. The Developer shall submit Construction Plans for approval by the City in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Sections 3.2 and 3.4**. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

3.6.2. Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, residential or commercial developers, or purchasers of any real property located within the Business District Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project or the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (i) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City and (ii) the Developer shall obtain the City's advance written consent to any Material Change.

3.6.3. Certificate of Substantial Completion. Promptly after the Developer achieves Substantial Completion in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as are reasonable and necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery to the City of the Certificate of Substantial Completion, the City furnishes the Developer with specific written objections describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the City or upon the lapse of 30 days after delivery thereof to the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the St. Clair County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform

all Work with respect to the Redevelopment Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E** hereto and incorporated by referenced herein.

ARTICLE IV.

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer for the verified Reimbursable Redevelopment Project Costs of the Redevelopment Project in the amounts and as set forth on **Exhibit G**, through the direct payment to the Developer. Notwithstanding the reimbursement to the Developer of 100% of the Business District Revenues, the amount reimbursed to the Developer from the Business District Revenues and the TIF Revenues, shall not exceed the sum of Two Million Four Hundred Ninety-Five Thousand Dollars (\$2,495,000.00) in the aggregate. The City hereby pledges the Pledged Revenues to the reimbursement of costs incurred by the Developer. At such time that the total reimbursement for the verified Reimbursable Redevelopment Project Costs and TIF Project Costs, totals Two Million Four Hundred Ninety-Five Thousand Dollars (\$2,495,000.00), in the aggregate, the City shall cease further reimbursements and the City shall be released from any further reimbursements pursuant to this Agreement.

4.2 City's Obligation to Provide Initial Grant Assistance. The City agrees to provide the Developer with a TIF Grant prior to the generation of any TIF Revenues. The TIF Grant shall be in the amount of \$275,000 and shall be paid in accordance with this Article.

4.3 Grant Payment Limited to TIF Project Costs. The TIF Grant shall only be paid after the Developer has incurred TIF Project Costs in an amount no less than \$275,000.00. The Developer shall provide itemized invoices, receipts, or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such costs is eligible for reimbursement under the Acts. The parties agree that each of the categories of costs set forth in Exhibit G attached hereto constitute TIF Project Costs which are eligible for reimbursement in accordance with the Acts and this Agreement. If the City determines that any cost identified as a TIF Project Cost is not reimbursable under the Acts, the City shall notify the Developer in writing within 30-days following receipt of a Certification of TIF Reimbursable Project Costs, identifying the ineligible costs and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs as TIF Project Costs with a supplemental application for payment.

4.4 Disbursement of TIF Grant. The TIF Grant shall not be disbursed to the Developer until such time that the Developer has advanced, and incurred, Redevelopment Project Costs in excess of \$1,000,000. The Developer shall provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

4.5 Personal Guaranty for Grant Repayment. At the time of execution of this Agreement, R. Adam Hill shall execute a personal guaranty in substantially the same form and substance as the personal guaranty attached hereto as Exhibit H. The personal guaranty shall

require that R. Adam Hill to repay the grant assistance in the event that either acquisition and property improvements during the first 12 months are less than \$1,425,000 and/or a reduction of the base sales tax revenues to the City has been reduced by 10% for a period of twelve (12) month. The base sales tax revenues as contemplated in this section shall be calculated by averaging the first three months of sales tax revenues, after Business District Sales Tax Revenue collection begins, to the City and then multiply this number by 12 months.

4.6 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to reimburse the Developer for any cost that is not incurred pursuant to the Acts or that does not qualify as reimbursable from the Pledged Revenues pursuant to the Acts. The Developer shall provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the Acts. The parties agree that each of the categories of costs set forth in **Exhibit G** attached hereto constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the Acts and this Agreement. The Developer shall not be limited in reimbursement to the amounts shown for each such category but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth on **Exhibit G**, without regard to the maximum amounts set forth for each category. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not reimbursable under the Acts, the City shall so notify the Developer in writing within the 30-days following receipt of a Certification of Reimbursable Redevelopment Project Costs, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

4.7 City's Obligations Limited to Specific Funds. Notwithstanding any other term or provision of this Agreement, the City's obligations under this Agreement are limited to the Pledged Revenues funded by the TIF Grant this Article IV of this Agreement and the Business District Tax Allocation Fund pursuant to Article V of this Agreement, and from no other source.

4.8 Enterprise Zone Certification. The City shall issue a Certificate of the Redevelopment Project's location in the Belleville Enterprise Zone for the exemption of sales tax on building materials used exclusively for the construction of improvements in the Redevelopment Project Area consistent with the Developer's Proposal dated May 23, 2016 and the Concept Site Plan.

ARTICLE V.

FUNDS AND ACCOUNT; COLLECTION AND USE OF BUSINESS DISTRICT REVENUES

5.1. Creation of Funds and Other Funds and Accounts. The City agrees to cause its Treasurer or other financial officer to establish and maintain the Business District Tax Allocation Fund, including such further accounts or subaccounts as the Treasurer of the City may deem appropriate in connection with the administration of the Business District Tax Allocation

Fund pursuant to this Agreement and deposit all Business District Revenues into the Business District Tax Allocation Fund.

5.2. Deposit and Application of Business District Revenues. The City has established the Business District Tax Allocation Fund in the custody of the City Treasurer pursuant to the provisions of the Business District Act and Ordinance No. 7947 of the City. The City covenants and agrees to immediately deposit and hold all Business District Revenues in the Business District Tax Allocation Fund and apply such moneys as provided herein. On the last Business Day of each month the City shall transfer all Business District Revenues, minus \$100.00 to remain in the Business District Tax Allocation Fund, to the Developer in accordance with the terms of this Agreement.

5.3. Application of Business District Revenues. The City hereby agrees to apply the Business District Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefore in accordance therewith. Business District Revenues deposited in the Business District Sales Tax Allocation Fund shall be applied to the Developer for reimbursement for Reimbursable Redevelopment Project Costs incurred by the Developer pursuant to **Article V**.

ARTICLE VI.

GENERAL PROVISIONS

6.1. Developer's Right of Termination. At any time prior to any distribution of moneys from the City to the Developer, the Developer may, by giving written notice to the City, terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible.

6.2. City's Right of Termination. The City may terminate this Agreement, at any time prior to the delivery of the Certificate of Substantial Completion, if:

6.2.1. the Developer materially defaults in or breaches any substantial provision of this Agreement and fails to cure such default or breach pursuant to the provisions hereof; or

6.2.2. the Developer fails to complete the activities listed in **Section 3.2.** in strict accordance with the schedule set forth in said section, subject to extension as provided for in **Section 6.5.**

6.3. Successors and Assigns.

6.3.1. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

6.3.2. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in

interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until the City has accepted the Certificate of Substantial Completion with respect to the Redevelopment Project, the fee title to the Property may not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (1) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (2) the right of the Developer to assign or transfer all or any part of the Developer's rights, duties and obligations under this Agreement or with respect to the Redevelopment Project to a Related Party; or (3) the right of the Developer to lease of the Property in the ordinary course of the development of the Redevelopment Project; provided that in each such event (i) the Developer named herein or one of the entities described in clause (2) above shall remain liable hereunder for the Substantial Completion of the Redevelopment Project, and shall be released from such liability hereunder only upon Substantial Completion of the Redevelopment Project and (ii) the Developer provides to the City not less than 15 days' advance written notice of any proposed assignment or transfer pursuant to clause (2) above.

6.4. Remedies.

6.4.1. In the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within 30 days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party.

6.5. Extensions of Time for Performance.

6.5.1. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, and including rezoning and approval of the Concept Site Plan (but only if the Developer files all necessary documentation relating thereto no later than seven business days following execution of the

Redevelopment Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Business District Plan, the Redevelopment Project, or this Agreement.

6.5.2. No event under **Section 6.5.1** above shall be deemed to exist as to any matter initiated or unreasonably sustained by the Developer, unless (i) the Developer notifies the City in writing within 30 days of the date the Developer becomes aware of the delay that will be caused by the delay causing event, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement but, for reasons beyond the control of the Developer, has been unable to complete such obligations within the time specified in this Agreement.

6.6. Notices. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

SonomaCap RE Fund II, LLC
7519 Claymont Court, Apt. 1
Belleville, IL 62223
Attention: R. Adam Hill

With a copy to:

Clayborne, Sabo & Wagner, LLP
525 West Main Street, Suite 100
Belleville, IL 62220
Attention: John M. Hongs

(ii) In the case of the City, to:

City of Belleville
101 South Illinois St.
Belleville, Illinois 62220
Attention: Mayor Mark Eckert

With a copy to:

City Attorney
5111 West Main Street
Belleville, IL 62226
Attn: Garrett Hoerner

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other, as provided in this paragraph.

6.7. Conflict of Interest. (a) No member of the Corporate Authorities, the joint review board, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Project, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Corporate Authorities the nature of such interest and seek a determination by the Corporate Authorities with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

(b) If any member of the Corporate Authority or an employee or consultant of the City involved in the planning and preparation of the Redevelopment Project or Business District Area owns or controls an interest, direct or indirect, in any property included in the Business District Area, he or she shall disclose the same in writing to the City Clerk, and shall also disclose the dates and terms and conditions of any disposition of any such interest, which disclosures shall be acknowledged by the Corporate Authorities and entered upon the minute books of the Corporate Authorities. If an individual holds such an interest, then that individual shall refrain from any further official involvement in regard to such Business District Area or Redevelopment Project, from voting on any matter pertaining to the Business District Area or Redevelopment Project or communicating with other members of the Corporate Authorities, commissions or employees concerning any matter pertaining to said Redevelopment Project or Business District Area. Furthermore, no such member of the Corporate Authorities or employee shall acquire any interest direct, or indirect, in any property in the Business District Area. For the purposes of this section, a month-to-month, leasehold interest in a single parcel of property by a member of the Corporate Authority shall not be deemed to constitute an interest in any property included in the Business District Area, but such member must disclose the interest to the City Clerk.

6.8. Insurance; Damage or Destruction of Redevelopment Project.

6.8.1. The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so called "Builder's Risk - Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance)

together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii) Workers' Compensation insurance, with statutorily required coverage.

6.8.2. The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Illinois with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The policies of insurance described in clauses (i) and (ii) above shall name the City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

6.9. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City access to the Work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

6.10. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Illinois for all purposes and intents.

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

6.12. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

6.14. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.15. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During such time as the City is obligated to reimburse the Developer for Reimbursable Redevelopment Project Costs, in the event a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Business District Area, the Redevelopment Plan, or the ordinance approving this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior written approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs.

6.16. Release and Indemnification. The indemnifications and covenants contained in this Section 7.16 shall survive termination or expiration of this Agreement.

6.16.1. Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not (except to the extent set forth in the last sentence of this subsection) be liable to the Developer for damages or otherwise in the event that all or any part of the Business District Act, or any ordinance adopted in connection with either the Business District Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof. The foregoing provision shall not preclude any action for professional negligence that the Developer may otherwise have the right to maintain against any independent contractor of the City.

6.16.2. The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

6.16.3. The City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, servants, employees and independent contractors.

6.16.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

6.16.5. No official, employee or representative of the City shall be personally liable to the Developer (1) in the event of a default or breach by any party under this Agreement or (2) for any amount which may become due to any party under the terms of this Agreement.

6.16.6. The Developer releases from and covenants and agrees that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, employees, agents and independent contractors, harmless from and against any and all suits,

interest, claims and cost of attorney's fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) any condemnation proceeding initiated by the City at the Developer's request pursuant to this Agreement; (2) the construction of the Work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Work, (4) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, excluding the City property, to the extent such condition existed prior to the acquisition thereof by the Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement as to any particular Redevelopment Project or portion thereof.

6.16.7 Notwithstanding anything herein to the contrary, this Agreement shall be construed or interpreted as consistent with, and not as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) as now or hereafter amended.

6.17. Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Sections 7.16**, of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by either party.

6.18 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void upon the earlier of (a) the completion of the Redevelopment Project and the payment of all Reimbursable Redevelopment Project Costs contemplated in this Agreement, or (b) the delivery of a written notice by the Developer or the City (and recordation of a copy of such notice with the St. Clair County Recorder) that this Agreement has been terminated pursuant to **Section 6.1** or **6.2** hereof.

ARTICLE VII.

REPRESENTATIONS OF THE PARTIES

7.1. **Representations of the City.** The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

7.2. **Representations of the Developer.** The Developer hereby represents and warrants that:

7.2.1. It has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings.

7.2.2. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF BELLEVILLE, ILLINOIS

(SEAL)

Attest:

By: Mark W. Eckert
Mayor

By: Dallas B. Cook
City Clerk

[Signature]
SONOMACAPRE FUND II, LLC
By:
Printed Name: R. Adam Hill
Title: Manager

STATE OF ILLINOIS)
)SS
COUNTY OF St. Clair)

On this 19 day of July, 2016, before me appeared Mark Eckert to me personally known, who, being by me duly sworn, did say that he/she is the Mayor of the City of Belleville, Illinois, an incorporated municipality of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Corporate Authorities, and Dallas Cook, the City Clerk acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Kari L. Tutza
Notary Public

My Commission Expires: 6-10-18

STATE OF ILLINOIS)
)SS
COUNTY OF St. Clair)

On this 8th day of August, 2016, before me appeared R. Adam Hill, to me personally known, who, being by me duly sworn, did say that he is the Manager of SonomaCap RE Fund II, LLC, an Illinois limited liability company, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

A handwritten signature in cursive script, appearing to read "Linda Shipton", is written over the "Notary Public" text.

EXHIBIT A

LEGAL DESCRIPTION OF THE BUSINESS DISTRICT AREA

EXHIBIT "A"

A tract of land located in Section 12, T1N, R9W also being part of Lots 61, 62, 63 and the vacated 50-foot wide street lying Southeasterly and adjoining said Lot 62 of Penn's Second Subdivision, City of Belleville, St. Clair County, Illinois. Reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "U" on page 12.

Beginning at a point on the Easterly line of West Main Street, South 40 degrees 59 minutes East 165.0 feet from the Southerly line of 66th Street; thence North 49 degrees 01 minutes East, 260.0 feet to a point; thence North 40 degrees 59 minutes West, 165.0 feet to a point in the aforementioned Southerly line of 66th Street; thence along said Southerly road line, North 49 degrees 01 minutes East, 190.0 feet to a point; thence leaving said Southerly road line and running South 40 degrees 59 minutes East parallel to the aforementioned Easterly line of West Main Street, 683.96 feet to a point, said point being in the Easterly line of a tract granted to A. J. Nester, Trustee, by an instrument recorded in Deed Book 2362 on page 1485 of said St. Clair County Records; thence South 48 degrees 24 minutes West along said Easterly line of Nester tract, 450.03 feet to a point in the Easterly line of West Main Street, as aforementioned; thence along said Easterly line North 40 degrees 59 minutes 00 seconds West, 44.00 feet to a point; thence leaving said Easterly line and running North 48 degrees 24 minutes 00 seconds East, 150.00 feet to a point; thence North 40 degrees 59 minutes West 178.00 feet to a point; thence South 48 degrees 24 minutes West, 150.00 feet to a point in said Easterly line of West Main Street; thence North 40 degrees 59 minutes West along said Easterly street line, 301.80 feet to a point of beginning.

Except any interest in the coal, oil, gas, and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas, and other minerals, if any.

EXHIBIT B
PROJECT REVENUES

Business District Sales Tax Revenues

| | |
|------|----------|
| 2016 | \$ - |
| 2017 | \$38,371 |
| 2018 | \$60,756 |
| 2019 | \$61,515 |
| 2020 | \$62,284 |
| 2021 | \$63,063 |
| 2022 | \$63,851 |
| 2023 | \$64,649 |
| 2024 | \$65,457 |
| 2025 | \$66,275 |
| 2026 | \$67,104 |
| 2027 | \$67,943 |
| 2028 | \$68,792 |
| 2029 | \$69,652 |
| 2030 | \$70,522 |
| 2031 | \$71,404 |
| 2032 | \$72,296 |
| 2033 | \$73,200 |
| 2034 | \$74,115 |
| 2035 | \$75,042 |
| 2036 | \$75,980 |
| 2037 | \$76,929 |
| 2038 | \$77,891 |
| 2039 | \$78,865 |

\$1,565,954

EXHIBIT C

CONCEPT SITE PLAN

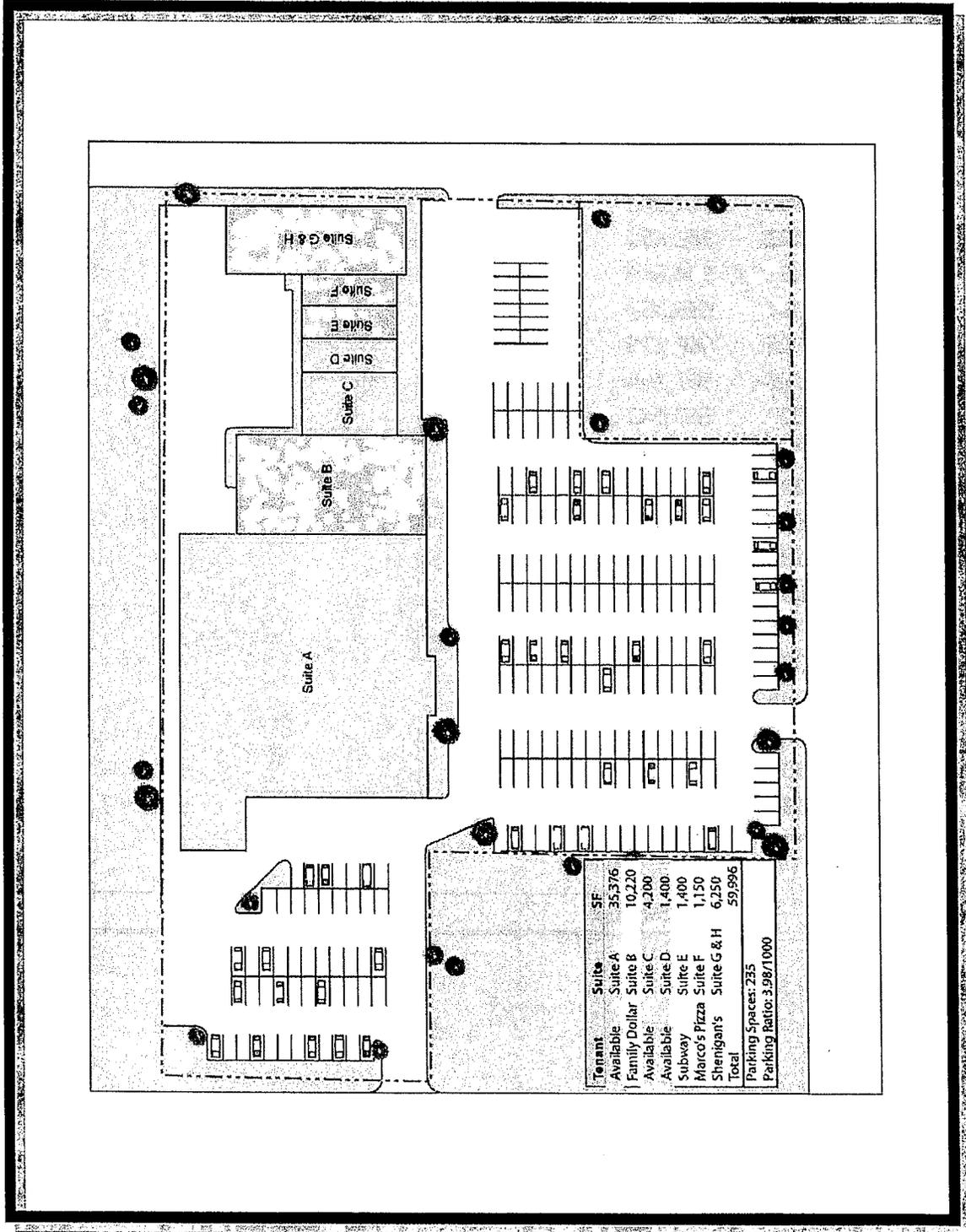


EXHIBIT E
[FORM OF]
CERTIFICATE OF SUBSTANTIAL COMPLETION
OF

The undersigned, _____ (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, between the City of Belleville, Illinois (the "City") and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the Developer has achieved Substantial Completion of the Redevelopment Project in accordance with the Agreement.
2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).
3. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the applicable portions of the Work.
4. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the St. Clair County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the applicable portions of the Work.

This Certificate shall be recorded in the office of the St. Clair County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

By: _____,
Its managing member

ACCEPTED:

CITY OF BELLEVILLE, ILLINOIS

By:

(Insert Notary Form(s) and Legal Description)

EXHIBIT F
FORM OF
CERTIFICATION OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certification of Reimbursable Redevelopment Project Costs

TO: City of Belleville, Illinois

Attention:

Re: Redevelopment Agreement dated as of [DOCUMENT DATE] (the "Agreement"), between the City of Belleville, Illinois (the "City") and SonomaCap RE Fund II, LLC (the "Developer"),

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is (a) eligible for reimbursement under the Business District Act, and (b) a Reimbursable Redevelopment Project Cost under the Agreement.
2. Each item listed on **Schedule 1** was incurred in connection with the construction of the Redevelopment Project and has been paid by the Developer.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Approving Ordinance, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan and the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "Redevelopment Project cost" within the meaning of the Business District Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, _____.

By: _____,
Its managing member

Approved for Payment this _____ day of _____, _____:

CITY OF BELLEVILLE, ILLINOIS

By: _____
Title: _____

EXHIBIT G

REIMBURSABLE REDEVELOPMENT PROJECT COSTS

| | |
|---|---------------------|
| Public Works/Infrastructure | \$410,000.00 |
| Property assembly costs, including but not limited to demolition of buildings, site preparation, site improvements and clearing and grading | \$600,000.00 |
| Demolition, Rehabilitation and New Construction | \$1,719,764.00 |
| Administration | \$25,000.00 |
| <u>Planning, Legal & Professional Services</u> | <u>\$250,000.00</u> |
| Total | \$3,004,764.00* |

*This is the total of the eligible reimbursable redevelopment project costs. However, the total incentive amount will not exceed \$2,495,000.00.

EXHIBIT H

FORM OF PERSONAL GUARANTY

This Guaranty is made as of the 8th day of August, 2016.

Recitals

- A. **The City of Belleville, Illinois**, a municipal corporation (the “City”), and **SonomaCap RE Fund II, LLC** (the “Developer”) have entered into a TIF Redevelopment Agreement dated July 13, 2016 (the “Agreement”).
- B. The City, as a condition of such Agreement, requires that R. Adam Hill (the “Guarantor”), execute a personal guaranty.
- C. The Guarantor has agreed to guarantee the Developer’s financial obligations to the Developer under the Agreement.

In consideration of the City’s agreement to execute the Agreement, the premises and agreements contained in this Guarantee and other good and valuable consideration (the receipt and sufficiency of which the parties acknowledge), the Guarantor agrees with the City as follows:

1. **Guaranty.** Subject to Section 3, the Guarantor unconditionally and irrevocably guarantees, jointly and severally, all the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Developer to the City or remaining unpaid by the Developer to the City under the Agreement, including, without limitation, costs, expenses, indemnity and other damages payable by the Developer under the Agreement (collectively, the “Obligations”).
2. **Guaranty absolute.** The liability of the Guarantor is absolute and unconditional and is not affected by:
 - (a) any change in the time, manner or place of payment of the Obligations or in any other term of the Agreement or the Developer’s failure to carry out any of its obligations under the Agreement;
 - (b) any force majeure (other than a force majeure under the Easement or Ancillary Agreement that relieves the Developer of liability for the performance of any Obligations) or act of government in relation to, or directly or indirectly affecting, the Agreement, the Obligations, the Developer, the Guarantor or the City;
 - (c) any change in the financial condition of the Guarantor, the Developer or the City;
 - (d) any change in the corporate existence, structure or ownership of the Developer;
 - (e) any change in the membership of the Developer through the death or retirement of one or more partners or the introduction of one or more partners or otherwise, any change in the constitution of the Developer;

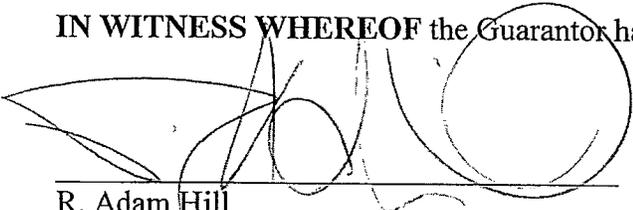
- (f) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting the Developer or its assets or any resulting release, stay or discharge of any Obligations;
 - (g) any lack or limitation of power, incapacity or disability on the part of the Developer or of its directors, partners or agents or any other irregularity, defect or informality on the part of the Developer in the Obligations; or
 - (h) any other law, regulation or other circumstance that might otherwise constitute a defense available to, or a discharge of, the Developer in respect of any of the Obligations.
3. **No release.** The liability of the Guarantor is not released, discharged, limited or in any way affected by anything the City does, suffers or permits in connection with any duties or liabilities of the Developer to the City or any security for those duties or liabilities, including without limitation any loss of or in respect of any security received by or from the Developer or others. The City, without notifying the Guarantor or releasing, discharging, limiting or otherwise affecting the Guarantor's liability, may:
- (a) grant time, renewals, extensions, indulgences, releases and discharges to the Developer;
 - (b) take or abstain from taking security or collateral from the Developer or from perfecting security or collateral of the Developer;
 - (c) accept compromises from the Developer;
 - (d) apply all money at any time received from the Developer, or from security, upon that part of the Obligations as the City sees fit or change any such application in whole or in part from time to time as the City sees fit;
 - (e) enter into agreements with the Developer from time to time after the date of this Guarantee, which new agreements will, for all purposes, form a part of and be incorporated into the Obligations;
 - (f) amend the Agreement, from time to time after the date of this Guaranty; or
 - (g) otherwise deal with the Developer and all other persons and security as the City sees fit.
4. **No exhaustion of remedies.** The City is not bound or obliged to exhaust its recourse against the Developer or any other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from the Guarantor.
5. **No set-off.** Until the City has received payment in full, the Guarantor may not claim or assert any set-off, deduction, counterclaim or cross-claim against the City in respect of any liability of the City to the Guarantor or the Developer. In addition, all amounts payable by the Guarantor under this Guaranty shall be paid without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by

law from doing so, in which case the Guarantor shall pay to City such additional amount as shall be necessary to ensure that City receives the full amount it would have received if no such deduction or withholding had been made.

6. **Continuing guarantee.** This Guaranty is a continuing guarantee and is binding as a continuing obligation of the Guarantor. This Guaranty shall apply to and secure any ultimate balance due or remaining due to the City and the Guarantor shall continue to be bound, despite the repayment, from time to time during the term of this Guarantee, of the whole or any part of the amount owed by the Developer to the City. This Guaranty continues to be effective even if at any time payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the City upon the occurrence of any action or event including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of the Developer or otherwise, all as though such payment had not been made.
7. **Representations and warranties.** The Guarantor represents and warrants that:
 - (a) its execution, delivery, observance and performance of this Guarantee does not and will not conflict with or result in a breach of the any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which the Guarantor is a party or by which the Guarantor is bound or to which the Guarantor is subject, or constitute a default under any of them;
 - (b) this Guaranty has been duly authorized, signed and delivered by the Guarantor; and
 - (c) this Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by principles of equity, or by bankruptcy, insolvency, reorganization, moratorium or other similar laws.
8. **Demand for payment.** The Guarantor shall make immediate payment to the City of the Obligations or any of them after the City demands such payment from the Guarantor. The City is entitled to make demand upon the Guarantor at any time upon a default in payment of any amount owing by the Developer to the City and upon that default the City may, at its option, treat all Obligations as immediately due and payable and may forthwith collect from the Guarantor the total amount guaranteed under this Guaranty.
9. **Stay of payment.** If payment of any amount payable by the Developer in respect of the Obligations is stayed on the insolvency, bankruptcy, arrangement or reorganization of the Developer or on any moratorium affecting the payment of the Obligations, the Guarantor shall nonetheless pay immediately on demand all amounts that would otherwise be due.
10. **Termination.** This Guarantee of payment is a continuing guarantee effective from and after the date hereof until payment in full of all payment Obligations.
11. **Subrogation.** The Guarantor has no right to be subrogated to any of the City's rights in the Obligations until the City has received payment finally satisfying all Obligations.

12. **Waivers.** The Guarantor waives diligence, division, presentment, protest, notice of acceptance of this instrument and any other notice not expressly required by this Guaranty.
13. **Payment of Costs and Expenses.** The Guarantor shall be liable and responsible for all legal fees (which include legal fees on both outside counsel on a solicitor and own client basis, and in-house counsel on a reasonable basis), consultant fees, disbursements and all other costs and expenses of collection incurred by City in enforcing the payment or satisfaction of any of the Obligations or in enforcing the payment, or satisfaction of any liability or obligation of the Guarantor hereunder.
14. **Benefit of the Guaranty.** This Guaranty inures to the benefit of and is binding on the respective executors, administrators, successors and permitted assignees of the Guarantor and the City.
15. **No Waiver, Remedies.** No failure on the part of the City to exercise, and no delay in exercising, any right under this Guaranty operates as a waiver of it, nor does any single or partial exercise of any right under this Guaranty preclude the other or further exercise of it or any other right. The remedies in this Guaranty are cumulative and not exclusive of any remedies provided by law.
16. **Severability.** If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty will continue in full force. If this Guaranty is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not apply to any of the representations and warranties provided herein, which is deemed to be a separate and independent legal, valid, binding and enforceable agreement between the Guarantor and the City and will continue in full force. The City is entitled to proceed with any remedy available to it as a result of the Guarantor's breach of any of the representations and warranties provided herein.
17. **Assignment.** The City may assign its rights under this Guaranty without the prior consent of the Developer or the Guarantor. The Guarantor may not assign its obligations under this Guaranty.

IN WITNESS WHEREOF the Guarantor has signed and delivered this Guarantee.



R. Adam Hill

DEVELOPMENT AGREEMENT

This agreement made this 19th day of September, 2016 by and between the City of Belleville, Illinois (the "City") and **TJBC, Inc. ("TJBC, Inc.")**:

WITNESSETH:

WHEREAS, TJBC, Inc. intends on investing a minimum of \$1,605,000.00 to complete the remodeling of the existing facility located at 6435 West Main Street in Belleville (the "Project"); and

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **TJBC, Inc.** would provide jobs at said location.

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Exemption of Sales Tax on Building Materials used exclusively for the remodeling of the existing facility (Savings estimated at \$81,000.00) located at 6435 West Main St.

Responsibilities of TJBC, Inc.

- A. TJBC, Inc. shall commit to a private investment at 6435 West Main St. of no less than \$1,605,000.00, including but not limited to the remodeling of the existing facility no later than March 31, 2017, and;
- B. TJBC, Inc. shall commit to create ten (10) FTE jobs within the first year of operation, and;
- C. TJBC, Inc. shall commit to annual sales subject to sales tax of no less than \$50,000.00, and;
- D. TJBC, Inc. and/or successors shall commit to remain and operate at the site for no less than five (5) years, and;
- E. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Miscellaneous

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions, statements or representations, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.
2. **Validity.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. **Notices.** Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.

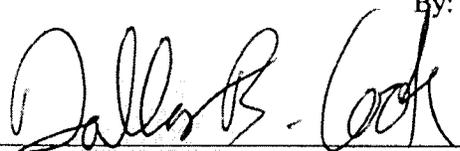
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of property taxes paid, proof of payment for improvements made, etc. as outlined in the section titled "Responsibilities of **TJBC, Inc.**".
9. Certification of Compliance. The party receiving inducements submit a completed "Annual Certification of Compliance With Development Agreement" form annually for the life of this agreement to document private investment, jobs created, etc. as outlined in the section titled "Responsibilities of **TJBC, Inc.**".

CITY OF BELLEVILLE, ILLINOIS
City Hall
101 South Illinois Street
Belleville, Illinois 62220

By:

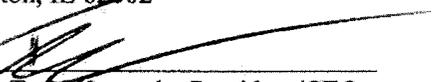

MAYOR

ATTEST:


CITY CLERK

TJBC, Inc.
101 East Gate Plaza
East Alton, IL 62002

By:


Todd Kennedy, President/CEO

**DEVELOPMENT AGREEMENT
(AS AMENDED)**

This amended agreement made this 6th day of March, 2017 by and between the City of Belleville, Illinois (the "City") and **Dahm & Schell, Inc.** ("**Dahm & Schell, Inc.**");

WITNESSETH:

WHEREAS, Dahm & Schell, Inc. intends on investing a minimum of \$3,660,000.00 to complete the remodeling and expansion of the existing facility located at 701 South Belt West in Belleville (the "Project"), and;

WHEREAS, the parties have reached an agreement in order to set forth the terms upon which the City would provide certain economic incentives for the Project and the terms upon which **Dahm & Schell, Inc.** would provide jobs at said location, and;

Responsibilities of the City of Belleville

1. Certification of project's location in Belleville Enterprise Zone for the Exemption of Sales Tax on Building Materials used exclusively for the remodeling and expansion of the existing family entertainment facility (Savings estimated at \$152,685.00) located at 701 South Belt West.
2. Rebate 50% (estimated at \$9,684.00 annually) of incremental property taxes directly related to improvements at 701 South Belt West for five (5) years or until the expiration of TIF #3, whichever is first.

Responsibilities of Dahm-Schell, Inc.

- A. Dahm & Schell, Inc. shall commit to a private investment at 701 South Belt West of no less than \$3,363,000.00, including but not limited to the remodeling and expansion of the existing family entertainment facility no later than December 31, 2017, and;
- B. Dahm & Schell, Inc. shall commit to retain forty-five (45) FTE jobs, and;
- C. Dahm & Schell, Inc. shall commit to create ten (10) additional FTE jobs within the first year of operation, and;
- D. Dahm & Schell, Inc. shall commit to create three (3) additional FTE jobs within the second year of operation, and;
- E. Dahm & Schell, Inc. shall commit to annual sales subject to sales tax of no less than \$600,000.00, and;
- F. Dahm & Schell, Inc. and/or successors shall commit to remain and operate at the site for no less than ten (10) years, and;
- G. Provide monthly updates to City staff on project progress during construction, and;
- H. Compliance with all existing and applicable Federal, State, County and Local laws and ordinances.

Penalties

In the event that **Dahm & Schell, Inc.** fails to meet its obligations under Sections (A), (B), (C), (D), (E), (F), (G) or (H) of the section entitled "Responsibilities of **Dahm & Schell, Inc.**" of the Development Agreement, all public funds provided under (2) of the section entitled "Responsibilities of the City of Belleville" received to date as per the Development Agreement from the City of Belleville shall be repaid to the City of Belleville and all remaining amounts to be provided if any, shall be terminated.

Miscellaneous

1. **Entire Agreement.** This Agreement and any written amendments hereto shall constitute the entire agreement between the parties. Neither party shall be bound by any terms, conditions,

statements or representatives, not herein contained. Each party hereby acknowledges that in executing this Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly set forth herein. All previous negotiations, statements and preliminary agreements by the parties or their representatives are merged in this Agreement.

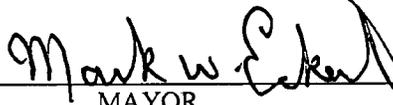
2. Validity. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
3. Notices. Notices, or other communications required or which may be given under this Agreement shall be in writing, and delivered either personally, or by certified or registered mail, to the addresses indicated for each party below after their respective signatures, or to such other address as designated by a party similar notice to the other party. Date of notice shall be the date of delivery in the case of delivered notice or the date of posting in the mail in the case of mail notice.
4. Signage. Agree to allow City to place on the premises a sign indicating financial assistance has been provided by the City of Belleville for a minimum of fifteen (15) days each before and after opening of the facility.
5. Current with Payments. Agree to pay in full the City of Belleville on any outstanding invoices containing the name or names of the individual, company and/or corporation receiving the said inducements.
6. Execution of Agreement. If this agreement is not fully executed within sixty (60) days of City Council approval, it shall be considered null and void.
7. Prevailing Wage. Projects receiving incentives/inducements from the City of Belleville will be required to comply with the President's executive order no. 11246, as amended (prevailing wage).
8. Superseder. This Agreement supersedes and replaces any and all prior agreements and understandings between the City and **Dahm & Schell, Inc. and/or Dahm & Schell, Inc. d/b/a The EDGE** with respect to the subject matter hereof.
9. Request of Payment. The party receiving inducements must officially request payment from the City. This must be done via letter to include documentation of private investment, jobs created, etc. as outlined in the section titled "Responsibilities of **Dahm & Schell, Inc**".

CITY OF BELLEVILLE, ILLINOIS
City Hall
101 South Illinois Street
Belleville, Illinois 62220

ATTEST:

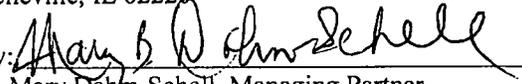

CITY CLERK

By:


MAYOR

Dahm & Schell, Inc.
701 South Belt West
Belleville, IL 62220

By:


Mary Dahm-Schell, Managing Partner

By:


Keith Schell, Managing Partner

ATTACHMENT H

TIF 3 Joint Review Board Minutes
12/16/16 9:40 a.m.-9:45 a.m.

MEMBERS/TAXING BODIES:

Ryan Boike, School District 118
Josh Lane, School District 201
Terry Beach, St. Clair County
Jim Gehrs, SWIC
Dennis Korte, Belleville Township
Leander Spearman, Belleville Public Library
Ken Kinsella, Public Member
Mayor Mark Eckert

STAFF:

Annissa McCaskill, Economic Development, Planning, & Zoning Director
Eric Schauster, Economic Development Assistant Director
Kari Tutza, Economic Development, Planning & Zoning
Jamie Maitret, Finance Director

GUESTS:

Michael Hagberg
Alderman Randle, Ward 3
Gene Norber, Economic Development Resources

The TIF Joint Review Board was held at 9:40 a.m. at 720 West Main St., Community Room.

The annual TIF Joint Review Board meetings are to review the effectiveness and status of each TIF.

TIF 3

Ken Kinsella asked the Board to elect a member from the public. Dennis Korte made a motion to elect Ken Kinsella, seconded by Terry Beach, with all present members voting aye. Motion carried.

Ken Kinsella asked the Board to elect a Chairperson. Jim Gehrs made a motion to elect Ken Kinsella and seconded by Leandar Spearman with all present members voting aye. Motion carried.

Ken Kinsella explained the adoption of rules for public participation (2-3 minutes per person) and asked for a motion to adopt the rules. Ryan Boike made a motion to adopt the rules of public participation and seconded by Leander Spearman with all present members voting aye. Ken Kinsella opened public participation. Michael Hagberg stated his suggestion for the use of TIF 3. With no further discussion, Ken Kinsella closed public participation.

Eric Schauster gave a description of TIF 3 stating that the inception of the TIF was in 1986 and will expire in 2021. With a beginning value of \$97,994,461.00 and a current value of \$209,629,599.00. Property values increased 114%. Mayor Eckert stated that serious challenges could arise when this TIF expires, TIF 3 covers at least a third of the City. With no further comments or questions from the Board, Ken Kinsella closed the discussion.

Respectfully Submitted,
Kari L. Tutza
Transcribing Secretary

ATTACHMENT K



C. J. SCHLOSSER
& COMPANY, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

CITY OF BELLEVILLE, ILLINOIS

TAX INCREMENT FINANCING DISTRICTS
ANNUAL REPORT

FINANCIAL STATEMENTS

FOR THE YEAR ENDED
APRIL 30, 2017

233 East Center Drive, P.O. Box 416
Alton, Illinois 62002
(618) 465-7717 Fax (618) 465-7710

80 Edwardsville Professional Park
Edwardsville, Illinois 62025
(618) 656-2146 Fax (618) 656-2147

One Westbury Drive, Suite 420
St. Charles, Missouri 63301
(636) 723-7611 Fax (636) 947-4558



www.cjsco.com

CITY OF BELLEVILLE, ILLINOIS

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APRIL 30, 2017

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PART I – FINANCIAL INFORMATION



C. J. SCHLOSSER
& COMPANY, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

David M. Bartosiak
Cindy A. Tefteller
Kevin J. Tepen

**INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE WITH TAX INCREMENT FINANCING ACT**

To the Honorable Mayor and
City Council of
City of Belleville, Illinois

We have audited the financial statements of the City of Belleville, Illinois' Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District #8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 Corridor, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Route 15/South Green Mount Road, and Tax Increment Financing District #21 Belle Valley III as of and for the year ended April 30, 2017, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to error or fraud.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

233 East Center Drive, P.O. Box 416
Alton, Illinois 62002
(618) 465-7717 Fax (618) 465-7710

80 Edwardsville Professional Park
Edwardsville, Illinois 62025
(618) 656-2146 Fax (618) 656-2147

One Westbury Drive, Suite 420
St. Charles, Missouri 63301
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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the cash balances of the City of Belleville, Illinois' Tax Increment Financing Districts, as referred to in the first paragraph, as of April 30, 2017 and the revenues it received and expenditures it paid for the year then ended on the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements of the City of Belleville, Illinois' Tax Increment Financing Districts taken as a whole. The other supplementary data on pages 14 and 15 is presented for the purpose of additional analysis and is not a required part of the basic financial statements. This other supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole. This other supplementary information was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

The supplementary information on Pages 16 through 25 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and accordingly, we express no opinion on it.

Compliance with Laws and Regulations

The management of the City of Belleville, Illinois is responsible for the government's compliance with laws and regulations. In connection with our audit, referred to above, we selected and tested transactions and records to determine the government's compliance with 65 ILCS 5/11-74.1-3, "Tax Increment Allocation Redevelopment Act".

The results of our tests indicate that for the items tested, the City of Belleville, Illinois, complied with Subsection (q) of 65 ILCS 5/11-74.4-3, "Tax Increment Allocation Redevelopment Act". Nothing came to our attention that caused us to believe that, for the items not tested, the City of Belleville, Illinois was not in compliance with Subsection (q) of 65 ILCS 5/11-74.4-3, "Tax Increment Allocation Redevelopment Act".

C. J. Schuman & Co., LLC
Certified Public Accountants
Alton, Illinois

September 25, 2017

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF ASSETS, LIABILITIES
AND FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
APRIL 30, 2017

| | Tax Increment Financing | | | | | | | | | |
|-------------------------------------|-------------------------|-------------|--------------|-------------|-------------|-------------|--------------|--|--|--|
| | District #1 | District #2 | District #3 | District #4 | District #8 | District #9 | District #10 | | | |
| <u>Assets</u> | | | | | | | | | | |
| Cash and Investments | \$ - | \$ - | \$ 736,238 | \$ - | \$ 10,984 | \$ 127,275 | \$ 904,711 | | | |
| Due Between TIF Funds | - | - | 432,000 | - | (30,000) | - | - | | | |
| Notes Receivable | - | - | 48,192 | - | - | - | - | | | |
| Total Assets | \$ - | \$ - | \$ 1,216,430 | \$ - | \$ (19,016) | \$ 127,275 | \$ 904,711 | | | |
| <u>Liabilities and Fund Balance</u> | | | | | | | | | | |
| Liabilities | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| Fund Balance: | | | | | | | | | | |
| Nonspendable | - | - | 48,192 | - | - | - | - | | | |
| Restricted for Debt Service | - | - | - | - | - | - | - | | | |
| Restricted | - | - | 1,168,238 | - | (19,016) | 127,275 | 904,711 | | | |
| Total Fund Balance | - | - | 1,216,430 | - | (19,016) | 127,275 | 904,711 | | | |
| Total Liabilities and Fund Balance | \$ - | \$ - | \$ 1,216,430 | \$ - | \$ (19,016) | \$ 127,275 | \$ 904,711 | | | |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF ASSETS, LIABILITIES
AND FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
APRIL 30, 2017

| | Tax Increment Financing | | | | | | |
|-------------------------------------|-------------------------|--------------|--------------|--------------|-----------------------|--------------|--------------|
| | District #11 | District #12 | District #13 | District #14 | Carlyle/ Greenmont | District #16 | District #17 |
| <u>Assets</u> | | | | | | | |
| Cash and Investments | \$ 65,835 | \$ 5,467 | \$ 260,592 | \$ 139,637 | \$ 3,459,923 | \$ 193,022 | \$ 2,652 |
| Due Between TIF Funds | - | (70,000) | - | - | - | 3,000 | (256,000) |
| Notes Receivable | - | - | - | - | - | - | - |
| Total Assets | \$ 65,835 | \$ (64,533) | \$ 260,592 | \$ 139,637 | \$ 3,459,923 | \$ 196,022 | \$ (253,348) |
| <u>Liabilities and Fund Balance</u> | | | | | | | |
| Liabilities | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fund Balance: | | | | | | | |
| Nonspendable | - | - | - | - | - | - | - |
| Restricted for Debt Service | - | - | - | - | 3,459,923 | - | - |
| Restricted | 65,835 | (64,533) | 260,592 | 139,637 | - | 196,022 | (253,348) |
| Total Fund Balance | 65,835 | (64,533) | 260,592 | 139,637 | 3,459,923 | 196,022 | (253,348) |
| Total Liabilities and Fund Balance | \$ 65,835 | \$ (64,533) | \$ 260,592 | \$ 139,637 | \$ 3,459,923 | \$ 196,022 | \$ (253,348) |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF ASSETS, LIABILITIES
AND FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
APRIL 30, 2017

| | Tax Increment Financing | | | Debt Service Fund | Total |
|-------------------------------------|-------------------------|------------------------|--------------|-------------------------|--------------|
| | District #18 | Frank Scott Parkway | District #20 | District #21 | |
| <u>Assets</u> | | | | | |
| Cash and Investments | \$ 106,516 | \$ 2,252,964 | \$ 71,115 | \$ 48,921 | \$ 8,643,328 |
| Due Between TIF Funds | - | (3,000) | - | (76,000) | - |
| Notes Receivable | - | - | - | - | 48,192 |
| Total Assets | \$ 106,516 | \$ 2,249,964 | \$ 71,115 | \$ (27,079) | \$ 8,691,520 |
| | | | | | |
| <u>Liabilities and Fund Balance</u> | | | | | |
| Liabilities | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | |
| Fund Balance: | | | | | |
| Nonspendable | - | - | - | - | 48,192 |
| Restricted for Debt Service | - | 2,249,964 | - | - | 5,967,363 |
| Restricted | 106,516 | - | 71,115 | (27,079) | 2,675,965 |
| Total Fund Balance | 106,516 | 2,249,964 | 71,115 | (27,079) | 8,691,520 |
| | | | | | |
| Total Liabilities and Fund Balance | \$ 106,516 | \$ 2,249,964 | \$ 71,115 | \$ (27,079) | \$ 8,691,520 |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF RECEIPTS, DISBURSEMENTS
AND CHANGES IN FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
FOR THE YEAR ENDED APRIL 30, 2017

| | Tax Increment Financing | | | | | | | | | |
|---|-------------------------|------------------|---------------------|-----------------|--------------------|-------------------|-------------------|--|--|--|
| | District #1 | District #2 | District #3 | District #4 | District #8 | District #9 | District #10 | | | |
| Receipts: | | | | | | | | | | |
| Property Taxes | \$ 51,146 | \$ 60,444 | \$ 11,081,101 | \$ 4,219 | \$ 127,566 | \$ 87,326 | \$ 1,126,195 | | | |
| Intergovernmental | - | - | 9,170 | - | - | - | - | | | |
| Interest | 31 | 153 | 20,168 | 16 | 204 | 605 | 4,576 | | | |
| Reimbursements/Other | - | - | 158,481 | - | - | - | - | | | |
| Total Receipts | 51,177 | 60,597 | 11,268,920 | 4,235 | 127,770 | 87,931 | 1,130,771 | | | |
| Disbursements: | | | | | | | | | | |
| Contractual Services | 100 | 24,893 | 231,284 | 14,819 | 100 | 100 | 147,994 | | | |
| Capital Outlay | - | - | 3,866,016 | 23,907 | 59,887 | - | 4,812 | | | |
| Tax Rebates | - | - | 4,702,250 | - | - | - | - | | | |
| Principal | - | - | 173,424 | - | - | - | - | | | |
| Interest and Fiscal Charges | - | - | 23,678 | - | - | - | 640,542 | | | |
| Total Disbursements | 100 | 24,893 | 8,996,652 | 38,726 | 59,987 | 100 | 793,348 | | | |
| Excess of Receipts Over (Under) Disbursements | 51,077 | 35,704 | 2,272,268 | (34,491) | 67,783 | 87,831 | 337,423 | | | |
| Other Financing Sources (Uses) | | | | | | | | | | |
| Proceeds of Debt | - | - | 256,667 | - | - | - | - | | | |
| Operating Transfers In | 78,352 | - | - | - | - | - | - | | | |
| Operating Transfers Out | - | (120,146) | (3,637,206) | - | - | (50,000) | (300,000) | | | |
| Total Other Financing Sources (Uses) | 78,352 | (120,146) | (3,380,539) | - | - | (50,000) | (300,000) | | | |
| Excess of Receipts and Other Financing Sources Over (Under) Disbursements and Financing Uses | 129,429 | (84,442) | (1,108,271) | (34,491) | 67,783 | 37,831 | 37,423 | | | |
| Fund Balance, Beginning of Year | (129,429) | 84,442 | 2,324,701 | 34,491 | (86,799) | 89,444 | 867,288 | | | |
| Fund Balance, End of Year | \$ - | \$ - | \$ 1,216,430 | \$ - | \$ (19,016) | \$ 127,275 | \$ 904,711 | | | |

See the accompanying independent auditor's report and notes to combining financial statements

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF RECEIPTS, DISBURSEMENTS
AND CHANGES IN FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
FOR THE YEAR ENDED APRIL 30, 2017

| | Tax Increment Financing | | | | | | |
|---|-------------------------|--------------------|-------------------|-------------------|-----------------------|-------------------|---------------------|
| | District #11 | District #12 | District #13 | District #14 | Carlyle/ Greenmont | District #16 | District #17 |
| Receipts: | | | | | | | |
| Property Taxes | \$ 27,087 | \$ 145,214 | \$ 45,714 | \$ 102,856 | \$ 1,525,815 | \$ 237,925 | \$ 38,018 |
| Intergovernmental | - | - | - | - | 1,561,807 | - | - |
| Interest | 184 | 140 | 1,020 | 615 | 2,398 | 985 | 79 |
| Reimbursements/Other | - | - | - | - | - | - | - |
| Total Receipts | 27,271 | 145,354 | 46,734 | 103,471 | 3,090,020 | 238,910 | 38,097 |
| Disbursements: | | | | | | | |
| Contractual Services | 100 | 232 | 100 | 100 | 18,733 | 100 | 1,916 |
| Capital Outlay | - | 187,067 | - | 10,969 | - | 5,633 | 144,250 |
| Tax Rebates | - | - | - | - | 762,908 | 54,977 | 2,770 |
| Principal | - | - | - | - | 475,000 | - | - |
| Interest and Fiscal Charges | - | - | - | - | 1,543,645 | - | - |
| Total Disbursements | 100 | 187,299 | 100 | 11,069 | 2,800,286 | 60,710 | 148,936 |
| Excess of Receipts Over (Under) Disbursements | 27,171 | (41,945) | 46,634 | 92,402 | 289,734 | 178,200 | (110,839) |
| Other Financing Sources (Uses) | | | | | | | |
| Proceeds of Debt | - | - | - | - | - | - | - |
| Operating Transfers In | - | - | - | - | - | - | 120,146 |
| Operating Transfers Out | (25,000) | - | - | (159,409) | - | (100,000) | - |
| Total Other Financing Sources (Uses) | (25,000) | - | - | (159,409) | - | (100,000) | 120,146 |
| Excess of Receipts and Other Financing Sources Over (Under) Disbursements and Financing Uses | 2,171 | (41,945) | 46,634 | (67,007) | 289,734 | 78,200 | 9,307 |
| Fund Balance, Beginning of Year | 63,664 | (22,588) | 213,958 | 206,644 | 3,170,189 | 117,822 | (262,655) |
| Fund Balance, End of Year | \$ 65,835 | \$ (64,533) | \$ 260,592 | \$ 139,637 | \$ 3,459,923 | \$ 196,022 | \$ (253,348) |

See the accompanying independent auditor's report and notes to combining financial statements

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

COMBINING STATEMENT OF RECEIPTS, DISBURSEMENTS
AND CHANGES IN FUND BALANCE ARISING FROM CASH TRANSACTIONS -
ALL TAX INCREMENT FINANCING DISTRICTS
FOR THE YEAR ENDED APRIL 30, 2017

| | Tax Increment Financing | | | | Debt Service Fund | Total |
|---|-------------------------|---------------------|------------------|--------------------|-------------------|---------------------|
| | District #18 | Frank Scott Parkway | District #20 | District #21 | | |
| Receipts: | | | | | | |
| Property Taxes | \$ 34,862 | \$ 990,508 | \$ 43,596 | \$ 5,415 | \$ - | \$ 15,735,007 |
| Intergovernmental | - | 1,326,804 | 41,858 | - | - | 2,939,639 |
| Interest | 556 | 1,623 | 324 | 272 | 745 | 34,694 |
| Reimbursements/Other | 20,203 | - | - | - | - | 178,684 |
| Total Receipts | 55,621 | 2,318,935 | 85,778 | 5,687 | 745 | 18,888,024 |
| Disbursements: | | | | | | |
| Contractual Services | 100 | 11,566 | 100 | 100 | - | 452,437 |
| Capital Outlay | 43,355 | - | - | - | - | 4,345,896 |
| Tax Rebates | - | 495,254 | 63,656 | - | - | 6,081,815 |
| Principal | - | 420,000 | - | - | - | 1,068,424 |
| Interest and Fiscal Charges | - | 1,316,447 | - | - | 254,012 | 3,778,324 |
| Total Disbursements | 43,455 | 2,243,267 | 63,756 | 100 | 254,012 | 15,726,896 |
| Excess of Receipts Over (Under) Disbursements | 12,166 | 75,668 | 22,022 | 5,587 | (253,267) | 3,161,128 |
| Other Financing Sources (Uses) | | | | | | |
| Proceeds of Debt | - | - | - | - | - | 256,667 |
| Operating Transfers In | - | - | - | - | 254,300 | 452,798 |
| Operating Transfers Out | (50,000) | - | - | - | - | (4,441,761) |
| Total Other Financing Sources (Uses) | (50,000) | - | - | - | 254,300 | (3,732,296) |
| Excess of Receipts and Other Financing Sources Over (Under) Disbursements and Financing Uses | (37,834) | 75,668 | 22,022 | 5,587 | 1,033 | (571,168) |
| Fund Balance, Beginning of Year | 144,350 | 2,174,296 | 49,093 | (32,666) | 256,443 | 9,262,688 |
| Fund Balance, End of Year | \$ 106,516 | \$ 2,249,964 | \$ 71,115 | \$ (27,079) | \$ 257,476 | \$ 8,691,520 |

See the accompanying independent auditor's report and notes to combining financial statements

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2017

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. Special Revenue Funds are used to account for the financing of public improvements or services deemed to benefit properties within a specific area. The City established the Tax Increment Financing Districts in the fiscal years ended April 30 as follows:

| | |
|--------------------------------------|------|
| Districts #1 and #2 | 1984 |
| Districts #3 and #4 | 1986 |
| Districts #8, #9, #10 and #11 | 2000 |
| District #12 | 2003 |
| District #13 | 2004 |
| District #14 | 2006 |
| Districts #15, #16, #17, #18 and #19 | 2008 |
| District #20 | 2009 |
| District #21 | 2010 |

The statements reflect the modified cash basis of accounting. Accordingly, revenue is recognized when cash is received and expenditures are recognized when paid.

The accompanying financial statements were prepared for the Tax Increment Financing Districts only, to reflect their cash balances as of April 30, 2017 and revenues received and expenditures paid for the year then ended. These statements are not intended to present the financial position and results of operations of the entire City of Belleville, Illinois as of April 30, 2017.

NOTE 2: CASH

The City is authorized by state statute to invest in: obligations of the United States of America; interest bearing accounts of banks; savings and loan associations or credit unions which are insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund or other applicable law, respectively; certain short-term obligations of corporations organized in the United States; money market mutual funds; and in a fund managed, operated and administered by a bank.

CITY OF BELLEVILLE, ILLINOIS TAX INCREMENT FINANCING DISTRICTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE 2: CASH (continued)

The carrying amounts and the bank balances of the Tax Increment Financing Districts' deposits were \$8,643,328, and are entirely insured or collateralized by securities held by the City's agent in the City's name.

NOTE 3: LONG-TERM DEBT

Outstanding bonds payable and notes payable for the Tax Increment Financing Districts are presented in the City's combined financial statements.

The following is a summary of Tax Increment Financing bonds outstanding for the year ended April 30, 2017:

Tax Increment Refunding Revenue Bonds, Series 2007A Bonds, dated September 28, 2007, interest ranging from 5.00% to 5.70% payable May 1 and November 1, with principal payments of \$140,000 through \$1,955,000 due on May 1 and November 1 through 2024. The balance due on these bonds as of April 30, 2017 is \$14,270,000.

Taxable Business District Revenue Bonds, Series 2007B Bonds, dated September 28, 2007, interest at 7.875% payable May 1 and November 1, with principal payments of \$285,000 to \$790,000 due on May 1 and November 1 through 2021. The balance due on these bonds as of April 30, 2017 is \$6,415,000.

General Obligation Bonds, Series 2011, dated February 17, 2011, interest ranging from 5.00% to 5.25% payable January 1 and July 1, with principal payments of \$905,000 to \$1,100,000 beginning in January 2027 through 2031. The balance due on these bonds as of April 30, 2017 is \$5,000,000.

Local Government Program Revenue Bonds, Series 2011A, dated October 27, 2011, interest ranging from 6.00% to 7.00% payable January 1 and July 1, with principal payments of \$785,000 to \$2,025,000 due on January 1 and July 1 through 2027. The balance due on these bonds as of April 30, 2017 is \$15,085,000.

Local Government Program Revenue Bonds, Series 2011B, dated October 27, 2011, interest at 8.75% payable January 1 and July 1, with principal payments of \$49,929 to \$266,277 due on January 1 beginning in 2019 through 2026. The balance due on these bonds as of April 30, 2017 is \$1,560,000.

CITY OF BELLEVILLE, ILLINOIS TAX INCREMENT FINANCING DISTRICTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE 3: LONG-TERM DEBT (Continued)

Local Government Program Revenue Bonds, Series 2011C, dated October 27, 2011, interest ranging from 8.125% to 9.25% payable January 1 and July 1, with principal payments of \$235,000 to \$845,000 due on January 1 and July 1 through 2022. The balance due on these bonds as of April 30, 2017 is \$4,125,000.

The following is a summary of Tax Increment Financing notes and capital leases outstanding for the year ended April 30, 2017:

Capital Lease, dated July 19, 2012, interest rate of 2.55 percent payable in ten annual installments of \$56,061 through July 20, 2022. The balance due on this lease as of April 30, 2017 is \$307,969.

Capital Lease, dated February 11, 2013, interest rate of 3.278 percent payable in twenty-four semiannual installments of \$19,910 through January 11, 2025. The balance due on this lease as of April 30, 2017 is \$277,980.

Note Payable, dated March 22, 2016, interest rate of 1.730 percent payable in three annual installments of \$47,590 through December 30, 2018. The balance due on this note payable as of April 30, 2017 is \$92,902.

Capital Lease, dated October 17, 2016, interest rate of 1.836 percent payable in ten semiannual installments of \$26,772 through April 17, 2021. The balance due on this lease as of April 30, 2017 is \$205,306.

The annual requirements to amortize Tax Increment Financing related debt as of April 30, 2017 are as follows:

| Year Ending <u>April 30,</u> | <u>Principal</u> | <u>Interest</u> | <u>Totals</u> |
|---------------------------------|----------------------|----------------------|----------------------|
| 2018 | \$ 8,129,754 | \$ 2,683,849 | \$ 10,813,603 |
| 2019 | 3,369,090 | 2,438,983 | 5,808,073 |
| 2020 | 3,762,587 | 2,109,050 | 5,871,637 |
| 2021 | 4,138,054 | 1,843,199 | 5,981,253 |
| 2022 | 6,045,562 | 1,532,937 | 7,578,499 |
| 2023-2027 | 17,799,110 | 4,124,236 | 21,923,346 |
| 2028-2031 | <u>4,095,000</u> | <u>538,650</u> | <u>4,633,650</u> |
| | <u>\$ 47,339,157</u> | <u>\$ 15,270,904</u> | <u>\$ 62,610,061</u> |

CITY OF BELLEVILLE, ILLINOIS TAX INCREMENT FINANCING DISTRICTS
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE 4: REDEVELOPMENT AGREEMENT

The City entered into a redevelopment agreement to develop an area within a tax increment financing boundary by which the developer would incur reimbursable costs which would be submitted for payment through Tax Increment Finance Notes. The debt would then be retired with tax revenues generated from the increase in values of the developed properties. The notes are payable solely from the new revenues and do not constitute a debt of the City.

The City made payments to reduce the principal amount of the Tax Increment Financing notes for the Reunion Development Project agreement by \$147,794 during the year ended April 30, 2017. These payments are being reported as development expense in the financial statements. The note balances related to this project in the total amount of \$19,594,832 are still outstanding and not reflected in the debt of the City as of April 30, 2017.

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

ANALYSIS OF SPECIAL ALLOCATION FUNDS
FOR THE YEAR ENDED APRIL 30, 2017

| | Tax Increment Financing | | | | | | | | | | | | |
|---|-------------------------|-------------|----------------|-------------|-------------|-------------|-----------------|--------------|--------------|--------------|--|--|--|
| | District #1 | District #2 | District #3 | District #4 | District #8 | District #9 | District #10 | District #11 | District #12 | District #13 | | | |
| Beginning Balance - Adjusted | \$ (129,429) | \$ 84,442 | \$ 2,324,701 | \$ 34,491 | \$ (86,799) | \$ 89,444 | \$ 867,288 | \$ 63,664 | \$ (22,588) | \$ 213,958 | | | |
| Receipts: | | | | | | | | | | | | | |
| Property Taxes | 51,146 | 60,444 | 11,081,101 | 4,219 | 127,566 | 87,326 | 1,126,195 | 27,087 | 145,214 | 45,714 | | | |
| Local Sales Tax | - | - | - | - | - | - | - | - | - | - | | | |
| Interest | 31 | 153 | 20,168 | 16 | 204 | 605 | 4,576 | 184 | 140 | 1,020 | | | |
| Reimbursements/Other | - | - | 167,651 | - | - | - | - | - | - | - | | | |
| Total Receipts | 51,177 | 60,597 | 11,268,920 | 4,235 | 127,770 | 87,931 | 1,130,771 | 27,271 | 145,354 | 46,734 | | | |
| Disbursements: | | | | | | | | | | | | | |
| Professional Fees/Plan | 100 | 24,893 | 231,284 | 14,819 | 100 | 100 | 147,994 | 100 | 232 | 100 | | | |
| Administration/Development | - | - | 197,102 | - | - | - | 640,542 | - | - | - | | | |
| Financing Costs | - | - | 3,866,016 | 23,907 | 59,887 | - | 4,812 | - | 187,067 | - | | | |
| Capital Costs | - | - | 4,702,250 | - | - | - | - | - | - | - | | | |
| Tax Rebates | - | - | 8,996,652 | 38,726 | 59,987 | 100 | 793,348 | 100 | 187,299 | 100 | | | |
| Total Disbursements | 100 | 24,893 | 8,996,652 | 38,726 | 59,987 | 100 | 793,348 | 100 | 187,299 | 100 | | | |
| Other Financing Sources (Uses) | | | | | | | | | | | | | |
| Proceeds of Debt | - | - | 256,667 | - | - | - | - | - | - | - | | | |
| Operating Transfer In | 78,352 | - | - | - | - | - | - | - | - | - | | | |
| Operating Transfer Out | - | (120,146) | (3,637,206) | - | - | (50,000) | (300,000) | (25,000) | - | - | | | |
| Total Other Financing Sources (Uses) | 78,352 | (120,146) | (3,380,539) | - | - | (50,000) | (300,000) | (25,000) | - | - | | | |
| Excess of Receipts Over (Under) Disbursements | 129,429 | (84,442) | (1,108,271) | (34,491) | 67,783 | 37,831 | 37,423 | 2,171 | (41,945) | 46,634 | | | |
| Ending Fund Balance (Deficit) - Unadjusted | - | - | 1,216,430 | - | (19,016) | 127,275 | 904,711 | 65,835 | (64,533) | 260,592 | | | |
| Less: Appropriated for Debt Service | - | - | (8,750,506) | - | - | - | (19,594,832) | - | - | - | | | |
| Ending Fund Balance (Deficit) - Adjusted | \$ - | \$ - | \$ (7,534,076) | \$ - | \$ (19,016) | \$ 127,275 | \$ (18,690,121) | \$ 65,835 | \$ (64,533) | \$ 260,592 | | | |
| Property Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 127,275 | \$ - | \$ 65,835 | \$ - | \$ 260,592 | | | |
| State Sales Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| Local Sales Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

ANALYSIS OF SPECIAL ALLOCATION FUNDS
FOR THE YEAR ENDED APRIL 30, 2017

| | Tax Increment Financing | | | | | | | Total | |
|---|-------------------------|------------------------|--------------|--------------|--------------|------------------------|--------------|-------------|-----------------|
| | District #14 | Carlyle/ Greenmount | District #16 | District #17 | District #18 | Frank Scott Parkway | District #20 | | District #21 |
| Beginning Balance - Adjusted | \$ 206,644 | \$ 3,170,189 | \$ 117,822 | \$ (262,655) | \$ 144,350 | \$ 2,174,296 | \$ 49,093 | \$ (32,666) | \$ 9,006,245 |
| Receipts: | | | | | | | | | |
| Property Taxes | 102,856 | 1,525,815 | 237,925 | 38,018 | 34,862 | 990,508 | 43,596 | 5,415 | 15,735,007 |
| Local Sales Tax | - | 1,561,807 | - | - | - | 1,326,804 | 41,858 | - | 2,930,469 |
| Interest | 615 | 2,398 | 985 | 79 | 556 | 1,623 | 324 | 272 | 33,949 |
| Reimbursements/Other | - | - | - | - | 20,203 | - | - | - | 187,854 |
| Total Receipts | 103,471 | 3,090,020 | 238,910 | 38,097 | 55,621 | 2,318,935 | 85,778 | 5,687 | 18,887,279 |
| Disbursements: | | | | | | | | | |
| Professional Fees/Plan | 100 | 18,733 | 100 | 1,916 | 100 | 11,566 | 100 | 100 | 452,437 |
| Administration/Development | - | 2,018,645 | - | - | - | 1,736,447 | - | - | 4,592,736 |
| Financing Costs | 10,969 | - | 5,633 | 144,250 | 43,355 | - | - | - | 4,345,896 |
| Capital Costs | - | 762,908 | 54,977 | 2,770 | - | 495,254 | 63,656 | - | 6,081,815 |
| Tax Rebates | - | 2,800,286 | 60,710 | 148,936 | 43,455 | 2,243,267 | 63,756 | - | 15,472,884 |
| Total Disbursements | 11,069 | 2,800,286 | 60,710 | 148,936 | 43,455 | 2,243,267 | 63,756 | 100 | 15,472,884 |
| Other Financing Sources (Uses) | | | | | | | | | |
| Proceeds of Debt | - | - | - | - | - | - | - | - | 256,667 |
| Operating Transfer In | - | - | (100,000) | 120,146 | - | - | - | - | 198,498 |
| Operating Transfer Out | (159,409) | - | - | - | (50,000) | - | - | - | (4,441,761) |
| Total Other Financing Sources (Uses) | (159,409) | - | (100,000) | 120,146 | (50,000) | - | - | - | (3,986,596) |
| Excess of Receipts Over (Under) Disbursements | (67,007) | 289,734 | 78,200 | 9,307 | (37,834) | 75,668 | 22,022 | 5,587 | (572,201) |
| Ending Fund Balance (Deficit) - Unadjusted | 139,637 | 3,459,923 | 196,022 | (253,348) | 106,516 | 2,249,964 | 71,115 | (27,079) | 8,434,044 |
| Less: Appropriated for Debt Service | (290,759) | (28,902,191) | - | - | - | (24,666,606) | - | - | (82,204,894) |
| Ending Fund Balance (Deficit) - Adjusted | \$ (151,122) | \$ (25,442,268) | \$ 196,022 | \$ (253,348) | \$ 106,516 | \$ (22,416,642) | \$ 71,115 | \$ (27,079) | \$ (73,770,850) |
| Property Tax | \$ - | \$ - | \$ 196,022 | \$ - | \$ 106,516 | \$ - | \$ 71,115 | \$ - | \$ 827,355 |
| State Sales Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Local Sales Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

ANALYSIS OF FUND BALANCES BY SOURCE
 (UNAUDITED)
 APRIL 30, 2011

| | | Tax Increment Financing | | | | | | | | | | | | | |
|-------------------------------------|-----|-------------------------|-------------|----------------|-----------------|--------------|-------------|-------------|-----------------|-------------|-----------------|--------------|--|--|--|
| | | District #1 | District #2 | District #3 | District #4 | District #5 | District #6 | District #7 | District #8 | District #9 | District #10 | District #11 | | | |
| Ending Fund Balance (Deficit) - | | | | | | | | | | | | | | | |
| Unadjusted | | \$ 58,620 | \$ 46,525 | \$ 7,682,243 | \$ 20,817 | \$ 498,238 | \$ 123,114 | \$ 6,010 | \$ 338,061 | \$ 313,156 | \$ 928,841 | \$ 164,930 | | | |
| Less: Appropriated for Debt Service | | - | - | (11,893,767) | - | - | - | - | - | - | (18,481,614) | - | | | |
| Ending Fund Balance (Deficit) - | | | | | | | | | | | | | | | |
| Adjusted | | \$ 58,620 | \$ 46,525 | \$ (4,211,524) | \$ 20,817 | \$ 498,238 | \$ 123,114 | \$ 6,010 | \$ 338,061 | \$ 313,156 | \$ (17,552,773) | \$ 164,930 | | | |
| Property Tax | | \$ 57,444 | \$ 46,525 | \$ - | \$ 20,817 | \$ 498,238 | \$ 123,114 | \$ 6,010 | \$ 338,061 | \$ 313,156 | \$ - | \$ 164,930 | | | |
| Local Sales Tax | 212 | - | - | - | - | - | - | - | - | - | - | - | | | |
| State Sales Tax | 964 | - | - | - | - | - | - | - | - | - | - | - | | | |
| | | \$ 58,620 | \$ 46,525 | \$ - | \$ 20,817 | \$ 498,238 | \$ 123,114 | \$ 6,010 | \$ 338,061 | \$ 313,156 | \$ - | \$ 164,930 | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| Ending Fund Balance (Deficit) - | | | | | | | | | | | | | | | |
| Unadjusted | | \$ 147,127 | \$ 113,728 | \$ 64,516 | \$ 1,589 | \$ 27,232 | \$ 190,540 | \$ 9,828 | \$ 2,066,518 | \$ (22,502) | \$ 93 | \$ 3,625,318 | | | |
| Less: Appropriated for Debt Service | | - | - | (344,556) | (19,567,269) | (600,000) | - | - | (33,456,728) | - | - | (733,220) | | | |
| Ending Fund Balance (Deficit) - | | | | | | | | | | | | | | | |
| Adjusted | | \$ 147,127 | \$ 113,728 | \$ (280,040) | \$ (19,565,680) | \$ (572,768) | \$ 190,540 | \$ 9,828 | \$ (31,390,210) | \$ (22,502) | \$ 93 | \$ 2,892,098 | | | |
| Property Tax | | \$ 147,127 | \$ 113,728 | \$ - | \$ - | \$ - | \$ 190,540 | \$ 9,828 | \$ - | \$ - | \$ 93 | \$ 2,848,275 | | | |
| Local Sales Tax | | - | - | - | - | - | - | - | - | - | - | 33,574 | | | |
| State Sales Tax | | - | - | - | - | - | - | - | - | - | - | 10,249 | | | |
| | | \$ 147,127 | \$ 113,728 | \$ - | \$ - | \$ - | \$ 190,540 | \$ 9,828 | \$ - | \$ - | \$ 93 | \$ 2,892,098 | | | |

CITY OF BELLEVILLE, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

ANALYSIS OF FUND BALANCES BY SOURCE
(UNAUDITED)
APRIL 30, 2007

| | Tax Increment Financing | | | | | | | |
|--|-------------------------|-------------------|---------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| | District #1 | District #2 | District #3 | District #4 | District #5 | District #6 | District #7 | District #8 |
| Ending Fund Balance (Deficit) - Unadjusted | \$ 157,849 | \$ 271,082 | \$ 6,013,870 | \$ 19,563 | \$ 389,107 | \$ 174,220 | \$ 5,894 | \$ 166,110 |
| Less: Appropriated for Debt Service | - | (112,255) | (1,640,773) | - | - | - | - | - |
| Ending Fund Balance (Deficit) - Adjusted | \$ 157,849 | \$ 158,827 | \$ 4,373,097 | \$ 19,563 | \$ 389,107 | \$ 174,220 | \$ 5,894 | \$ 166,110 |
| Property Tax | \$ 149,498 | \$ 158,827 | \$ 4,373,097 | \$ 19,563 | \$ 389,107 | \$ 174,220 | \$ 5,894 | \$ 166,110 |
| Local Sales Tax | 1,507 | - | - | - | - | - | - | - |
| State Sales Tax | 6,844 | - | - | - | - | - | - | - |
| | <u>\$ 157,849</u> | <u>\$ 158,827</u> | <u>\$ 4,373,097</u> | <u>\$ 19,563</u> | <u>\$ 389,107</u> | <u>\$ 174,220</u> | <u>\$ 5,894</u> | <u>\$ 166,110</u> |
| | | | | | | | Sales Tax | |
| | | | | | | | District | |
| Ending Fund Balance (Deficit) - Unadjusted | \$ 102,319 | \$ 56,345 | \$ 55,107 | \$ 94,762 | \$ 7,777 | \$ 12,860 | \$ 2,514,848 | |
| Less: Appropriated for Debt Service | - | - | - | - | - | - | (1,725,062) | |
| Ending Fund Balance (Deficit) - Adjusted | \$ 102,319 | \$ 56,345 | \$ 55,107 | \$ 94,762 | \$ 7,777 | \$ 12,860 | \$ 789,786 | |
| Property Tax | \$ 102,319 | \$ 56,345 | \$ 55,107 | \$ 94,762 | \$ 7,777 | \$ 12,860 | \$ 717,970 | |
| Local Sales Tax | - | - | - | - | - | - | 48,402 | |
| State Sales Tax | - | - | - | - | - | - | 23,414 | |
| | <u>\$ 102,319</u> | <u>\$ 56,345</u> | <u>\$ 55,107</u> | <u>\$ 94,762</u> | <u>\$ 7,777</u> | <u>\$ 12,860</u> | <u>\$ 789,786</u> | |

PART II - ACTIVITIES

During its Fiscal Year ending April 30, 2017, the City of Belleville undertook or assisted in the following activities within its Tax Increment Financing Districts:

- TIF #1 Payments were made to terminate this TIF during the year.
TIF #2 Payments were made to terminate this TIF during the year.
TIF #3 \$4,698,175 of tax incentive rebates were issued to school districts and \$4,075 of tax incentive rebates were issued to businesses. This District also completed several public works improvements as well as performed needed demolition activity.

TIF #4 Payments were made to terminate this TIF during the year.
TIF #8 This District incurred expense of \$59,887 for new sidewalks.
TIF #9 No Material Activity.
TIF #10 \$788,336 was paid a developer to reimburse for costs incurred for improvements that are part of a developer agreement.

TIF #11 No Material Activity.
TIF #12 This District incurred expense of \$187,067 for street improvements.
TIF #13 No Material Activity.
TIF #14 This District incurred expense of \$10,969 for lift station repairs.
TIF #15 This District paid out tax incentive rebates of \$762,908 for costs incurred for improvements that are part of a developer agreement related to a retail complex located near Greenmount Road. This District also retired bond debt related to the retail complex.

TIF #16 This District paid out tax incentive rebates of \$54,977 to a business. This District also incurred expense related to the ditch program.
TIF #17 This District incurred expense of \$13,500 related to Bellecourt Banquet Center improvements. District also incurred expense of \$126,764 for Meredith Home roof replacement.

TIF #18 This District incurred expense of \$43,355 for street improvements.
TIF #19 This District paid out tax incentive rebates of \$495,254 to a business as part of a developer agreement and retired bond debt related to that agreement.

TIF #20 This District paid out tax incentive rebates of \$63,656 to a business.
TIF #21 No Material Activity.

PART III - OBLIGATIONS

During the fiscal year ending April 30, 2017, the City of Belleville entered into a lease for a street sweeper. The City of Belleville did not issue any additional bonds. Further descriptions of outstanding debt and future debt service requirements are detailed in the notes to financial statements.



David M. Bartosiak
Cindy A. Tefteller
Kevin J. Tepen

**INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE WITH TAX INCREMENT FINANCING ACT**

To the Honorable Mayor and
City Council of
City of Belleville, Illinois

We have audited the financial statements of the City of Belleville, Illinois' Tax Increment Financing District #1, Tax Increment Financing District #2, Tax Increment Financing District #3, Tax Increment Financing District #4, Tax Increment Financing District #8 Downtown South, Tax Increment Financing District #9 Southwinds Estate, Tax Increment Financing District #10 Lower Richland Creek, Tax Increment Financing District #11 Industrial Jobs Recovery, Tax Increment Financing District #12 Sherman Street, Tax Increment Financing District #13 Drake Road, Tax Increment Financing District #14 Route 15 East, Tax Increment Financing District #15 Carlyle/Greenmount, Tax Increment Financing District #16 Route 15 Corridor, Tax Increment Financing District #17 East Main Street, Tax Increment Financing District #18 Scheel Street, Tax Increment Financing District #19 Frank Scott Parkway, Tax Increment Financing District #20 Route 15/South Green Mount Road, and Tax Increment Financing District #21 Belle Valley III as of and for the year ended April 30, 2017, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 1; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to error or fraud.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the cash balances of the City of Belleville, Illinois' Tax Increment Financing Districts, as referred to in the first paragraph, as of April 30, 2017 and the revenues it received and expenditures it paid for the year then ended on the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements of the City of Belleville, Illinois' Tax Increment Financing Districts taken as a whole. The other supplementary data on pages 14 and 15 is presented for the purpose of additional analysis and is not a required part of the basic financial statements. This other supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole. This other supplementary information was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements themselves, and other procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

The supplementary information on Pages 16 through 25 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements and accordingly, we express no opinion on it.

Compliance with Laws and Regulations

The management of the City of Belleville, Illinois is responsible for the government's compliance with laws and regulations. In connection with our audit, referred to above, we selected and tested transactions and records to determine the government's compliance with 65 ILCS 5/11-74.1-3, "Tax Increment Allocation Redevelopment Act".

The results of our tests indicate that for the items tested, the City of Belleville, Illinois, complied with Subsection (q) of 65 ILCS 5/11-74.4-3, "Tax Increment Allocation Redevelopment Act". Nothing came to our attention that caused us to believe that, for the items not tested, the City of Belleville, Illinois was not in compliance with Subsection (q) of 65 ILCS 5/11-74.4-3, "Tax Increment Allocation Redevelopment Act".

C. J. Schuman & Co. LLC

Certified Public Accountants
Alton, Illinois

September 25, 2017

ATTACHMENT M

- 1.) Intergovernmental agreement between the City of Belleville and Wolf Branch School District 113. Real estate taxes received in the amount of \$5,216.00 were transferred out to District 113.**
- 2.) Intergovernmental agreement between the City of Belleville and Whiteside School District 115. Real estate taxes received in the amount of \$1,546.00 transferred out to District 115.**
- 3.) Intergovernmental agreement between the City of Belleville and High Mount School District 116. Real estate taxes received in the amount of \$13,110.00 were transferred out to District 116.**
- 4.) Intergovernmental agreement between the City of Belleville and Belleville School District 118. Real estate taxes received in the amount of \$1,806,118.00 were transferred out to District 118.**
- 5.) Intergovernmental agreement between the City of Belleville and Belle Valley School District 119. Real estate taxes received in the amount of \$460,754.00 were transferred out to District 119.**
- 6.) Intergovernmental agreement between the City of Belleville and Harmony-Emge School District 175. Real estate taxes received in the amount of \$304,175.00 were transferred to District 175.**
- 7.) Intergovernmental agreement between the City of Belleville and Signal Hill School District 181. Real estate taxes received in the amount of \$128,956.00 were transferred out to District 181.**
- 8.) Intergovernmental agreement between the City of Belleville and Belleville High School District 201. Real estate taxes received in the amount of \$1,496,775.00 were transferred out to District 201.**
- 9.) Intergovernmental agreement between the City of Belleville and Southwestern Illinois College District 522. Real estate taxes received in the amount of \$330,696.00 were transferred out to District 522.**