

**CITY OF LeROY  
COUNTY OF McLEAN  
STATE OF ILLINOIS**

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**ORDINANCE NO. 464**

**EXTENSION OF TIME FOR COMPLETION OF CONTRACT  
BETWEEN THE CITY OF LE ROY, ILLINOIS, AND NATIONAL URBAN  
DEVELOPMENT CORPORATION**

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ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 5th DAY OF October,  
1992.

PRESENTED: October 5, 1992

PASSED: October 5, 1992

APPROVED: October 5, 1992

RECORDED: October 5, 1992

PUBLISHED: October 5, 1992

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

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The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

*Juanita Hagley*  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: October 5, 1992.

**ORDINANCE NO. 464**

**EXTENSION OF TIME FOR COMPLETION OF CONTRACT  
BETWEEN THE CITY OF LE ROY, ILLINOIS, AND NATIONAL URBAN  
DEVELOPMENT CORPORATION**

**WHEREAS**, the City of LeRoy, Illinois, hereinafter referred to as "CITY," entered into a contract for development of land within the City of LeRoy, said development to be undertaken by National Urban Development Corporation, that contract having been approved by Ordinance No. 416 adopted by the City of LeRoy on December 16, 1991, and

**WHEREAS**, said contract has not been completed and National Urban Development Corporation has requested that the CITY agree to an extension of the time in which to complete the performance of said contract,

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

**SECTION 1.** The contract as provided for in Ordinance No. 416 is hereby approved with changes in Exhibit 1 of said contract under "B. Timetable," providing that the time in which to commence construction is hereby changed from June 1, 1992, to a date not later than March 30, 1993, and that the time in which to complete construction and commence operations is hereby changed from not later than December 31, 1992, to not later than September 30, 1993.

**SECTION 2.** In all other respects the aforesaid contract in the form as attached to Ordinance No. 416, and in the form as attached hereto (as Exhibit A) with the appropriate dates for beginning construction, completion of construction and commencement of operations having been completed in accordance with the terms set forth in this ordinance, is hereby re-ratified and approved by the City Council.

**SECTION 3.** The Mayor and City Clerk are hereby directed to execute the amended contract, in the original and as many signed copies as may be necessary, being certain to reserve at least one fully signed copy for the City's records.

**SECTION 4.** This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

**PASSED** by the City Council of the City of LeRoy, Illinois, upon the motion by William Swindle, seconded by Randy Zimmerman, by roll call vote on the 5th day of October, **1992**, as follows:

Aldermen elected 6 Aldermen present 6

**VOTING AYE:**

William Swindle, Gary Builta, Randy Zimmerman, Robert D. Johnson  
(names) David Spratt, Jerry Davis

**VOTING NAY:**

None  
(names)

**ABSENT, ABSTAIN, OTHER:**

None  
(names)

and deposited and filed in the office of the City Clerk in said municipality on the 5th day of October, **1992**.

Juanita Dagley  
Juanita Dagley, City Clerk of the City of LeRoy,  
LeRoy, McLean County, Illinois

**APPROVED BY** the Mayor of the City of LeRoy, Illinois, this 5th day of October, **1992**.

Jerry C. Davis  
Jerry C. Davis, Mayor of the City of LeRoy,  
McLean County, Illinois

ATTEST: (SEAL)

Juanita Dagley  
Juanita Dagley, City Clerk, City of LeRoy,  
McLean County, Illinois

AMENDED  
TAX INCREMENT REDEVELOPMENT AGREEMENT FOR  
THE CITY OF LE ROY, ILLINOIS

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by and between the **CITY OF LE ROY**, McLean County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as "CITY," AND **NATIONAL URBAN DEVELOPMENT CORPORATION**, an Illinois corporation, of \_\_\_\_\_ hereinafter referred to as "**OWNER/DEVELOPER**."

Recitals

A. CITY has the authority to promote the health, safety and welfare of CITY and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private investment in industry, business and housing which will enhance the marketability of property, thereby increasing the tax base of CITY and reducing the unemployment of its citizens.

B. CITY has already by ordinance undertaken a program and plan of redevelopment of CITY by the adoption of tax increment financing, the creation of a Redevelopment Plan (the "Plan"), Redevelopment Project Area (the "Area"), and Redevelopment Projects (the "Projects"), pursuant to the Tax Increment Allocation Redevelopment Act, Illinois Revised Statutes, 1985 (as amended), Chapter 24, Sections 11-74.1-11, et seq. (hereinafter referred to as "the Act").

C. OWNER/DEVELOPER proposes to develop property as set forth in Exhibit 1, attached hereto and incorporated herein by reference, pursuant to the aforesaid Plan.

D. The LeRoy City Council finds said proposed project is consistent with the land uses and the projects of the plan as adopted and is located within the Area;

E. OWNER/DEVELOPER has requested that incentives for the development be provided by CITY from incremental increases in both real estate taxes and sales, use and service taxes of CITY, which incentives are consistent with those of the Plan and are set forth in Exhibit 1.

F. CITY has the authority under the Act to incur Redevelopment Project Costs ("eligible project costs") and to reimburse OWNER/DEVELOPER for such costs.

G. CITY, by ordinance, has determined that all incremental increases in real estate taxes and CITY sales taxes in the Area are to be allocated to and when collected shall be paid to the CITY Treasurer for deposit into the Special Tax Allocation Fund Number 1 for LeRoy First Tax Increment Financing District (the "Fund") for the purpose of payment of eligible project costs;

H. The parties hereto desire to segregate within the aforesaid Fund the incremental increases in real estate taxes and CITY sales taxes derived from OWNER's/DEVELOPER's project which separate account shall be designated NATIONAL URBAN DEVELOPMENT CORPORATION SPECIAL ACCOUNT (the "NUDC Special Account").

I. This project has been determined by CITY to require the incentives requested as set forth in Exhibit 1, and CITY has determined that said Project will, as a part of the Plan, promote the health, safety and welfare of CITY and its citizens by attracting private investment to prevent blight and deterioration, and provide employment for its citizens and generally to enhance the economy for CITY.

### **Covenants**

#### **1. Acquisition of Property and Construction of Project Improvements.**

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree OWNER/DEVELOPER shall acquire the property described in Exhibit 1 on or before Dec 31, 1991. Construction by OWNER/DEVELOPER of the improvements to the aforesaid property, and development of the Project Area, all as set forth in Exhibit 1 attached hereto and incorporated herein by reference, shall commence as set forth in Exhibit 1, and OWNER/DEVELOPER shall complete such construction, occupy the property and begin operations as set forth in the time table in Exhibit 1. Failure of OWNER/DEVELOPER to meet this time table will release CITY from its obligations to OWNER/DEVELOPER under this contract. The construction of the project shall be undertaken by letting the contracts for same by competitive bidding.

#### **2. Incentives**

a. OWNER/DEVELOPER shall be reimbursed by CITY for all eligible project costs permitted by the Act from those sums generated by the Project and deposited into

the NUDC Special Account of the Fund, but only to the extent of those proportions and amounts provided for in Exhibit 1, and only for the term of the Plan. CITY is not obligated, and the parties hereto do not contemplate that CITY will be requested at any future time, to use any of its proportionate share of the monies in the NUDC Special Account of the Fund to reimburse OWNER/DEVELOPER for any cost eligible expense or eligible project costs, but, rather, CITY shall use such sums for any purpose under the Act as it may in its sole discretion determine (unless otherwise stated in Exhibit 1).

b. If CITY enters into other agreements to encourage development within the Redevelopment Area and for any reason the amounts available from the tax increments generated throughout the LeRoy First Tax Increment Financing District are not sufficient annually to provide reimbursement for all projects covered by agreements, then the reimbursement covered by the individual agreements, this agreement included, shall be funded pro rata based upon the amount of increased incremental taxes generated by a project subject to an agreement to the total tax increment generated by all projects subject to such agreements. That ratio will be applied to the total tax increments deposited in the special tax allocation fund in any given year for the entire district to determine that project's share. A portion (see Exhibit 1) of the increment so generated and received will be used for OWNER's/DEVELOPER's expenses until all cost eligible expenses (eligible project costs) are paid or until the LeRoy First Tax Increment Financing District is dissolved.

### **3. Payment for Eligible Project Costs.**

a. Payment to OWNER/DEVELOPER for eligible project costs, as set forth by the Act, shall be made upon a Request for Verification of Cost Eligibility (hereinafter referred to as "Request") submitted from time to time by OWNER/DEVELOPER to the City Clerk of the City of LeRoy (hereinafter referred to as the "Clerk"), and payments of said Requests shall be made upon the approval of the City Council of the City of LeRoy (hereinafter referred to as the "Council"), said payment to be made subject to the availability of funds in the NUDC Special Account. All Requests must be accompanied by verified bills or statements of suppliers, contractors, professionals, or other service providers, as required from time to time by CITY. The Clerk shall approve or disapprove a Request by written notice to OWNER/DEVELOPER within twenty (20) business days after receipt of the Request. Approval of the Request will not be unreasonably withheld. If a Request is disapproved by Council or subsequently by the Illinois Department of Revenue the reasons for disallowance shall be set forth in writing and

the OWNER/DEVELOPER may resubmit the Request with such additional information as may be required and the same procedure set forth herein shall apply to such resubmittals of any Request. Should the resubmitted Request fail to qualify for reimbursement, the OWNER/DEVELOPER shall refund the disallowed amount to the City within thirty (30) days after notice of the disallowance of the resubmitted Request.

b. The parties hereto acknowledge that the determination of eligible project costs, the Area and the Projects, and therefore, qualification for reimbursement hereunder, are subject to changes or interpretations made by amendments to the Act, administrative rules or judicial interpretations during the term of this Agreement and CITY has no obligation to OWNER/DEVELOPER to attempt to modify those decisions but will assist OWNER/DEVELOPER in every respect as to obtaining approval of eligible project costs, Area, and this Project.

#### **4. Verification of Tax Increment.**

a. It shall be the sole responsibility of OWNER/DEVELOPER to provide to CITY, as requested, the following:

(1). The Illinois Business Identification Number of the business or businesses developed and operated within the geographical area of the Project (if applicable);

(2). A certified or verified copy of all sales tax reports filed by OWNER/DEVELOPER or by any other operator of any portion of a development occurring within the Project Area, said sales tax reports being those filed with the State of Illinois annually from January 1 through December 31 of each calendar year, or more frequently if requested by CITY;

(3). Certified copies of all real estate tax bills for tax years 1989 and 1990 on the property located in the Project and, annually thereafter, certified copies of all paid real estate tax bills for the immediate preceding real estate tax year for the property located in the Project Area.

b. Failure of OWNER/DEVELOPER to provide any information required herein shall be considered a material breach of this Agreement and shall be cause for CITY to deny payments hereunder to OWNER/DEVELOPER which payments are conditioned upon receipt of the foregoing information.

#### **5. Limited Obligation.**

CITY's obligation under this agreement to make payments to OWNER/DEVELOPER for eligible project costs is a limited obligation to be paid solely from the NUDC Special

Account in the Fund. Said obligation does not now constitute, nor shall it ever constitute, an indebtedness of CITY within the meaning of the State of Illinois constitutional or statutory provisions regarding indebtedness of municipalities, nor shall it constitute or give rise to a pecuniary liability of CITY or a charge or lien against the CITY's general credit or taxing power.

**6. CITY Determination Pursuant to Section 11-74.4-8a of the Act.**

Pursuant to Section 11-74.4-8a(1) of the Act, CITY hereby finds and determines that no portion of the increase in the aggregate amount of taxes paid or to be paid by retailers and servicemen under the Retailer's Occupation Tax Act, Use Tax Act, Service Use Tax Act, or the Service Occupation Tax Act, is the result of the initiation of retail or service operations in the Redevelopment Project Area by either OWNER/DEVELOPER or any tenant or occupant of the Redevelopment Project Area known to CITY, as a result of the termination of retail or service operations by OWNER/DEVELOPER or any of the aforesaid tenants or occupants, at another location in CITY's standard metropolitan statistical area.

**7. Limited Liability of CITY to Others.**

There shall be no obligation by CITY to make any payments to any person other than OWNER/DEVELOPER nor shall CITY be obligated to pay any other contractor, subcontractor, mechanic or materialman providing services or materials to OWNER/DEVELOPER for the Project.

**8. Time Is of the Essence: Force Majeure.**

For this agreement, time is of the essence; provided, however, OWNER/DEVELOPER shall not be deemed in default with respect to any obligations under this agreement on its part to be performed if OWNER/DEVELOPER fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by CITY (including CITY's officers, agents, employees and invitees) or third parties, or any other cause beyond the reasonable control of OWNER/DEVELOPER, including but not limited to delays in acquiring interests in possession of the subject property caused by other parties who are contractually obligated to convey and grant the same to OWNER/DEVELOPER, and are not under OWNER/DEVELOPER's control (directly or indirectly).



**9. Assignment.**

The rights and obligations of OWNER/DEVELOPER under this Agreement may be assigned only after written notice is given to CITY of the request to make such assignment, and then only upon written consent of the CITY being given approving the assignment. The parties hereto agree that no assignment shall be deemed to release OWNER/DEVELOPER, as an assignor, of its obligations to CITY under this Agreement unless the written consent of CITY to the release of the assignor's (OWNER/DEVELOPER) obligations hereunder is first obtained. Consent shall not be unreasonably withheld, provided that the nature of the Project is not substantially changed by the assignment, or intended to be changed by the assignment.

**10. Prepayments.**

Should the annual incremental tax revenue generated by the Project be sufficient to pay all eligible project costs and cost-eligible expenses, except mortgage interest buydown, prior to the expiration of the term of this Agreement, CITY may, in its sole discretion, elect to pay all the remaining payments (except mortgage interest buydown) in a single lump-sum payment.

**11. Waiver.**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, nor shall any such waiver be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

**12. Severability.**

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

**13. Notices.**

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by

the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with first-class postage prepaid, addressed as follows:

To Developer:  
NATIONAL URBAN DEVELOPMENT CORPORATION  
175 West Jackson Boulevard, Suite 1025  
Chicago, Illinois 60604

To City:  
City Clerk  
111 E. Center Street  
LeRoy, Illinois 61752

**14. Successors in Interest.**

Subject to the provisions of paragraph 11, previous, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

**15. No Joint Venture, Agency, or Partnership Created.**

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


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

ATTEST:

(seal)

\_\_\_\_\_  
Juanita Dagley, City Clerk for the  
City of LeRoy

CITY OF LE ROY, ILLINOIS  
an Illinois municipal corporation

BY:   
\_\_\_\_\_  
Jerry C. Davis, Mayor of the City of LeRoy

ATTEST:

(seal)

BY: \_\_\_\_\_  
Secretary

NATIONAL URBAN DEVELOPMENT  
CORPORATION

BY: \_\_\_\_\_  
President

CITY: City of LeRoy, Illinois municipal corporation

OWNER/DEVELOPER: NATIONAL URBAN DEVELOPMENT CORPORATION, an Illinois corporation

A. **Narrative Description of the Project:** The above Corporation will build and rent up to 36 rental units consisting of 20 one bedroom apartments, 12 two bedroom apartments, and 4 efficiency apartments, on three acres of land off East Street and East Maple Street, as specified in plans to be completed by Lewis, Yockey and Brown; BOCA building code, National Electrical Code, Illinois plumbing code, all to be followed; construction project to be let by competitive bids; Corporation will advance up to \$20,000.00 for road work on East Maple Street if City does not have available TIF funds, with City to repay corporation from TIF funds generated from this project.

(See attached Site Plan and/or Elevations)

B. **Time Table:**

1.	Commence Construction	Not later than	<u>March 30, 1993</u>
2.	Complete Construction	Not later than	<u>September 30, 1993</u>
3.	Commence Operations	Not later than	<u>September 30, 1993</u>

C. **Summary of Project Financial Data:**

1.	Construction or Renovation		
a.	Estimated Total Project Costs	\$	1,554,027.00
b.	Estimated Eligible Project Costs	\$	590,747.00
2.	Anticipated Incremental Increase in Real Estate and Sales Taxes:		
a.	Real Estate Tax	\$	38,294.00
b.	City Sales Tax	\$	N/A
c.	State Sales Tax	\$	N/A
3.	Number of Jobs retained/Created		N/A

D. **Developer's/City's Share of TIF Proceeds**

1.	Real Estate Tax Increment	<u>55</u> % / <u>45</u> %
2.	City Sales Tax Increment	N/A
3.	State Sales Tax Increment	N/A

E. **Anticipated Time of Payment to Developer**

1.	Cost Eligible Expenses	17 years
2.	Mortgage Interest Buydown	N/A

**CERTIFICATE**

I, **Juanita Dagley**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on October 5, **1992**, the Corporate Authorities of such municipality passed and approved Ordinance No. 464, entitled:

**EXTENSION OF TIME FOR COMPLETION OF CONTRACT  
BETWEEN THE CITY OF LE ROY, ILLINOIS, AND NATIONAL URBAN  
DEVELOPMENT CORPORATION,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 464, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on October 5, **1992**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 5th day of October, **1992**.

(SEAL)

  
Municipal Clerk

STATE OF ILLINOIS    )  
                                  ) SS:  
COUNTY OF McLEAN    )

I, **Juanita Dagley**, do hereby certify that I am the duly qualified and acting City Clerk of the **City of LeRoy, McLean** County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**EXTENSION OF TIME FOR COMPLETION OF CONTRACT  
BETWEEN THE CITY OF LE ROY, ILLINOIS, AND NATIONAL URBAN  
DEVELOPMENT CORPORATION.**

Said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 5th day of October, **1992**, and a faithful record of said ordinance has been made in the record books.

Dated this 5th day of October, **1992**.

  
\_\_\_\_\_  
City Clerk

(SEAL)