



SHELLY HUGGINS, CITY CLERK

CITY OF HERRIN

300 NORTH PARK AVENUE

HERRIN, ILLINOIS 62948

(618)942-3175 · Fax (618)988-9115

Email: shuggins@cityofherrin.com

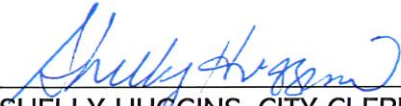
STATE OF ILLINOIS)
WILLIAMSON COUNTY)
CITY OF HERRIN)
CERTIFICATE OF PUBLICATION)

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

I further certify that on October 14, 2024 the Corporate Authorities of the above municipality passed and approved Ordinance 7-2024 Authorizing the Execution of a Redevelopment Agreement between the City of Herrin, Illinois and Hawthorn Investors, LLC Utilizing Tax Increment Financing and other Actions Related Thereto.

The pamphlet form of Ordinance 7-2024, included the Ordinance and a cover sheet thereof, was prepared and a copy of such Ordinance was posted in the municipal building and on the municipality's website, commencing on October 16, 2024 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 16th day of October, 2024.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL

CITY OF HERRIN

ORDINANCE NO. 7-2024

ORDINANCE 7-2024 AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HERRIN, ILLINOIS AND HAWTHORN INVESTORS, LLC UTILIZING TAX INCREMENT FINANCING AND OTHER ACTIONS RELATED THERETO.

ADOPTED BY THE CITY COUNCIL OF THE
CITY OF HERRIN, ILLINOIS, OCTOBER 14, 2024

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY COUNCIL OF
THE CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, THIS 16TH DAY OF
OCTOBER, 2024.

Shelly Huggins
City Clerk

ORDINANCE 7-2024

ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF HERRIN, ILLINOIS AND HAWTHORN INVESTORS, LLC UTILIZING TAX INCREMENT FINANCING, AND OTHER ACTIONS RELATED THERETO

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

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

WHEREAS, Hawthorn Investors, LLC (the "Developer") has submitted a proposal requesting consideration from the corporate authorities of the City for the use of special allocation funds collected pursuant to the TIF District to support a project which would cause for the redevelopment of certain property located within the TIF District for use in the construction and operation of a new Starbucks; and,

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

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

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

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

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

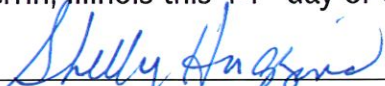
SECTION 2. The duly appointed Corporate Authority is hereby authorized to execute all documents and to take all other action deemed by it to be necessary and proper to effectuate the said agreement.

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

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

SECTION 5. This Ordinance is passed pursuant to the home rule authority of the City of Herrin, Illinois.

Passed by the City Council of the City of Herrin, Illinois this 14th day of October, 2024.



Shelly Huggins, City Clerk

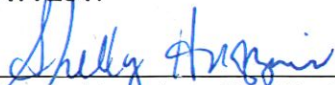
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Alderman Sheila Ahlgren	x			
Alderman David Shoemake	x			
Alderman Randy Crompton	x			
Alderman Paul York	x			
Alderman Steve Miller	x			
Alderman Scott Kinley	x			
Alderman Bill Sizemore	x			
Alderman Marilyn Ruppel	x			

APPROVED BY THE MAYOR OF THE CITY OF HERRIN, ILLILNOIS THIS 14th DAY OF OCTOBER, 2024.



Steve Frattini, Mayor

ATTEST:



Shelly Huggins, City Clerk

Exhibit "A"

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
NEW COMMERCIAL BUILDING DEVELOPMENT PROJECT
STARBUCKS CAFE

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this "Agreement") is entered into on this 4th day of October, 2024, by and between the CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter referred to as the "City"), and HAWTHORN INVESTORS, LLC, a Missouri limited liability company (hereinafter known as the "Developer").

RECITALS

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

COVENANTS AND AGREEMENTS

SECTION 1: The Redevelopment Project(s). The Developer agrees, subject to the terms and conditions hereof, to undertake a redevelopment project which would cause the construction of a new 2300+/- square foot Starbucks Café with drive thru (as generally depicted in Appendix B) ("Starbucks"), including the construction and installation of any necessary infrastructure, utility services, and other work as may be expected or necessary to support the construction and operation of a Starbucks (the "Redevelopment Project"), on certain "Property" as shall be defined and identified by the following address and parcel

identification number(s) (including any future subdivision or combination thereof):

Address	Williamson County, IL PIN
1712 S. Park Avenue, Herrin, IL 62948	02-31-202-020

As also identified and described in Appendix A – Project Location

The Redevelopment Project includes, but is not limited to:

- a) Acquisition of the Property.
- b) All preconstruction demolition, site preparation, engineering, planning, surveying, architectural work, studies, and other professional services which may be required.
- c) The construction, installation, and connection of all reasonably necessary infrastructure and utility services, including but not limited to: vehicle entrances, vehicle exits, parking areas, water service and connections, sewer service and connections, electrical service and connections, stormwater management and detention areas, and other similar components.
- d) The construction and development of a new commercial building on the Property for the purpose of operating a Starbucks, in general accordance with the site plan attached hereto as Exhibit B, and all other work related to such construction and development which may be reasonably required for the proposed uses.
- e) Installation of all necessary machinery, equipment, or other similar items which are reasonably necessary to operate the proposed facility.
- f) Any and all other site development, construction, infrastructure installation, or other work which may be reasonably expected or required to be performed in order to prepare the Property for the proposed uses and in accordance with all federal, state, and local regulations of such a facility or development project.
- g) Any and all ADA compliant improvements, site clean-up, inspections, permitting and other work which may reasonably be required to complete the project as proposed.

The Developer agrees to begin the Redevelopment Project on or before January 1, 2025, and to have the Redevelopment Project substantially completed on or before August 1, 2025. An extension to these deadlines may be granted with written approval from the City, of which will not be unreasonably withheld.

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

The Developer agrees that all work and construction phases will be performed in accordance with all federal, state, and local laws, codes, ordinances, regulations, and other relevant

policies which may pertain to the development of the Property.

The Developer agrees that the Redevelopment Project will include a minimum investment in the Property of at least **\$2,000,000.00** (“Required Minimum Investment”) and that failure to make the Required Minimum Investment shall allow the City the ability to declare a breach of contract by the Developer, which will result in default and termination of this Agreement.

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

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

Work Item Description	Estimated Cost
Site Acquisition	\$500,000
Professional Services, Surveys, Permitting	\$25,000
Demolition	\$57,337
Site Work	\$550,000
Utility Fees	\$10,000
Engineering Costs	\$90,000
Total All Components	\$1,232,337

SECTION 3: Structure of Incentives and Developer Reimbursement Payments. In accordance with this Agreement, payments from the City to the Developer shall be made available in the following forms and with the following terms and limitations:

(A) Reimbursement of sixty percent (60%) of the Net TIF Revenues generated by the Property for a period of fifteen (15) Years.

After substantial completion and full assessment of the Redevelopment Project, the City agrees to reimburse the Developer an amount equal to **sixty percent (60%)** of the Net TIF Revenues assessed to the Property and collected by the City into the Special Allocation Fund for the TIF District (the “Developer’s Share”), annually, for a period of **fifteen (15) years**

(the “Agreement Term”), or until the Developer has received total cumulative payments equal to the Reimbursement Limit (as defined below), whichever comes first.

“Net TIF Revenues” shall be the ad valorem taxes received by the City, after a deduction of any payment obligations owed to other taxing bodies pursuant to active intergovernmental agreements, if any, arising from the tax levies upon the Property by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project which are over and above the equalized assessed value of the Property as designated at the adoption of the TIF District (the “Base TIF Value), all as determined by the County Clerk of the County of Madison, Illinois, in accordance with Section 11-74.4-8 of the TIF Act.

The “Reimbursement Limit” shall be the amount equal to 100 % of the total TIF Eligible Redevelopment Project Costs verified to have been incurred by the Developer during the completion of the Redevelopment Project as approved and determined by the City, in the City’s reasonable discretion.

The first payment of the Developer’s Share will be calculated based on the Net TIF Revenues attributable to the Property during the first year after substantial completion and full assessment of the Redevelopment Project (estimated to be assessed in 2025, and payable in the 2026 tax year), and continuing for a period of up to 15 years thereafter, as demonstrated in the following estimated payment schedule:

ESTIMATED PAYMENT SCHEDULE			
PAYMENT #	YEAR ASSESSED	YEAR COLLECTED	DEVELOPER'S SHARE OF NET TIF REVENUES
1	2025	2026	60%
2	2026	2027	60%
3	2027	2028	60%
4	2028	2029	60%
5	2029	2030	60%
6	2030	2031	60%
7	2031	2032	60%
8	2032	2033	60%
9	2033	2034	60%
10	2034	2035	60%

11	2035	2036	60%
12	2036	2037	60%
13	2037	2038	60%
14	2038	2039	60%
15	2039	2040	60%
END OF AGREEMENT TERM			

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

SECTION 4: Requests for Payment. Prior to disbursement of any payment, the Developer agrees to submit Requests for Payment of Eligible Redevelopment Project Costs in substantially the same form as set forth in Exhibit 1 (“Requests for Payment” or “Reimbursement Request Form”). All Requests for Payment shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. It shall be the responsibility of the Developer to submit requests for payment including all necessary documents at the time it believes payment may be owed. Failure to submit such a request in a timely and reasonable manner may result in the forfeit of payment for that time period.

SECTION 5: Approval of Requests. The City shall approve or deny any Requests for Payment within 30 days of the submittal thereof. If the City denies any Request For Payment or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct any deficiency in the Request For Payment.

SECTION 6: Disbursement of Payment. Within 60 days of approval of any Request for Payment, the City shall pay the Developer for such approved Eligible Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund for the TIF District. The City represents and warrants that once it has received the Developer’s share of the real estate taxes, it shall not spend or otherwise allocate those funds pending receipt of the Requests for Payment during the term of this Agreement.

SECTION 7: Payment Limited to Special Allocation Fund. Notwithstanding any other

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

SECTION 8: Default and Remedies. The Developer agrees that if any of the following events occur within fifteen (15) years after the date of completion of the Redevelopment Project pursuant to this Agreement (the "Effective Date"), the Developer may be considered to be in default of the Agreement, and the City may have the right to recover from the Developer certain portions of the total payments granted from the City to the Developer as part of this Agreement, as provided below:

- a) Failure to complete the Redevelopment Project within the required timeframe.
- b) Failure to provide evidence that the Developer has made the Required Minimum Investment upon completion of the Redevelopment Project after written notice and expiration of 30 days' opportunity to cure.
- c) The Redevelopment Project or Property is determined to have been destroyed, unfit for occupation or redevelopment, or otherwise unusable for public or private purposes and such condition is not remedied within one year after written notice of such determination, subject to extension for delays arising from Force Majeure (defined below).
- d) Reserved.
- e) The Redevelopment Project or Property ceases being used for a Starbucks or other lawful use after completion of the Redevelopment Project for any reason other than as provided in sub-clause (c), and such use is not re-commenced within one year after written notice of default, subject to extension for delays arising from Force Majeure (defined below).
- f) The Property or Developer is found to be in violation of any federal, state, or local laws, codes, ordinance, or other regulations which are applicable to the Property, Developer, or businesses operating thereon, and such violations are not corrected in a reasonable or timely manner after written notice of such default.
- g) The Property becomes exempt from the payment of property taxes, or the Developer protests or appeals the assessed value of the Property.
- h) All general ad valorem taxes and assessments charged or imposed upon the Property, Developer, or business, or any part thereof, at any time are not paid in full at the time they become due and such failure is not cured within thirty (30) days after Developer's receipt of written notice thereof from the City or Williamson County.

If one of the foregoing defaults under sub-clause (a), (c), or (e) occurs within fifteen (15)

years from the Effective Date, and such default is not timely cured, the Developer will pay the City the net difference between the amount of Incentive Payments received and the amount of tax revenue generated by the Redevelopment Project since the Effective Date, and Developer will receive no further unpaid Incentive Payments under Section 2. If one of the foregoing defaults under sub-clauses (b), (f), (g) or (h) occurs within fifteen (15) years from the Effective Date, and such default is not timely cured, the Developer will receive no further unpaid Incentive Payments under Section 3 and shall be liable for the City's actual damages arising from such default(s), not to exceed the net difference between the amount of Incentive Payments received and the amount of tax revenue generated by the Redevelopment Project since the Effective Date.

Upon the occurrence of a default or a breach which results in either party undertaking any action to enforce any provision of this Agreement, the defaulting party shall pay upon demand all of the non-defaulting party's reasonable charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such non-defaulting party in enforcing any of the defaulting party's obligations under this Agreement.

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

SECTION 9: No Individual Liability of the City. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any portion of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

SECTION 10: City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 11 shall limit otherwise permissible claims by the Developer against the TIF District or Special Allocation Fund, or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

SECTION 11: Hold Harmless of the City. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the performance of the Redevelopment Project, **(iii)** the Developer's compliance with fair labor practices including the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

SECTION 12: Provision Enforceability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

SECTION 13: Assignment. Developer shall have the right to assign this Agreement to an affiliate, lender or similar financing party, provided that the original-named Developer shall not be released from liability hereunder upon such assignment. The Developer agrees that it shall not otherwise sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. Any unpermitted assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer, including any with the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

SECTION 14: No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

SECTION 15: Force Majeure. Neither the City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any

delay caused by Force Majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for Developer to proceed with construction of the Redevelopment Project or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; pandemic or epidemic; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer or the City in bad faith, shall not act to delay any payment obligation under this Agreement, and further provided that the party seeking an extension notifies the other party.

SECTION 16: Entire Agreement and Amendments. The parties hereto stipulate that each has obtained advice and consultation of legal counsel of its own choosing and have not relied upon the legal representation or opinions of the other party. All agreements between the parties are expressly set forth herein, and no statements or expressions of the separate parties previously made and not set forth in writing in this document shall be binding upon said party.

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


[SIGNATURE PAGE TO FOLLOW]

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

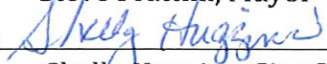
"CITY"

CITY OF HERRIN, WILLIAMSON COUNTY, ILLINOIS

(SEAL)

By:  Date: 10/14/2024
Steve Frattini, Mayor

ATTEST:

By:  Date: 10/14/2024
Shelly Huggins, City Clerk
HAWTHORN INVESTORS, LLC

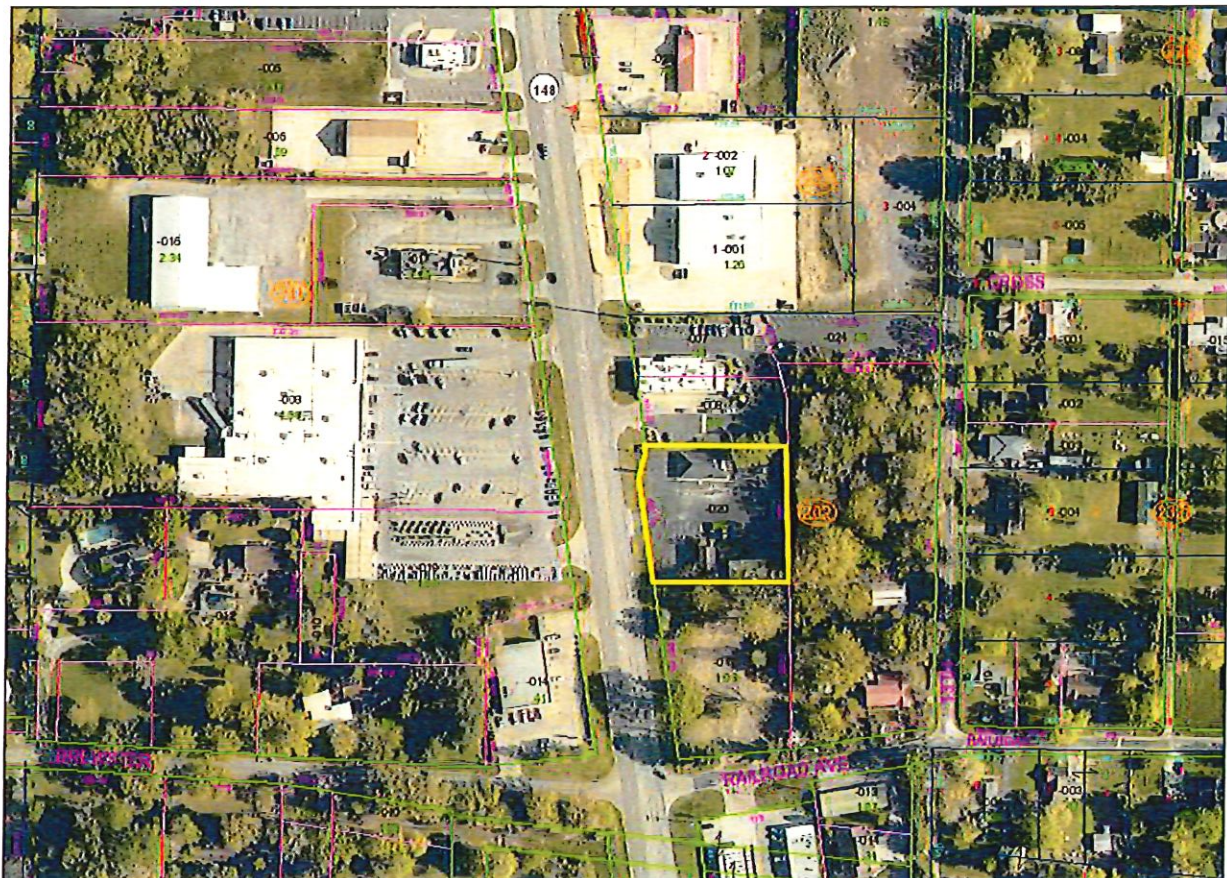
"DEVELOPER"

By:  Date: 09/19/24
Austin Craddock, Managing Member

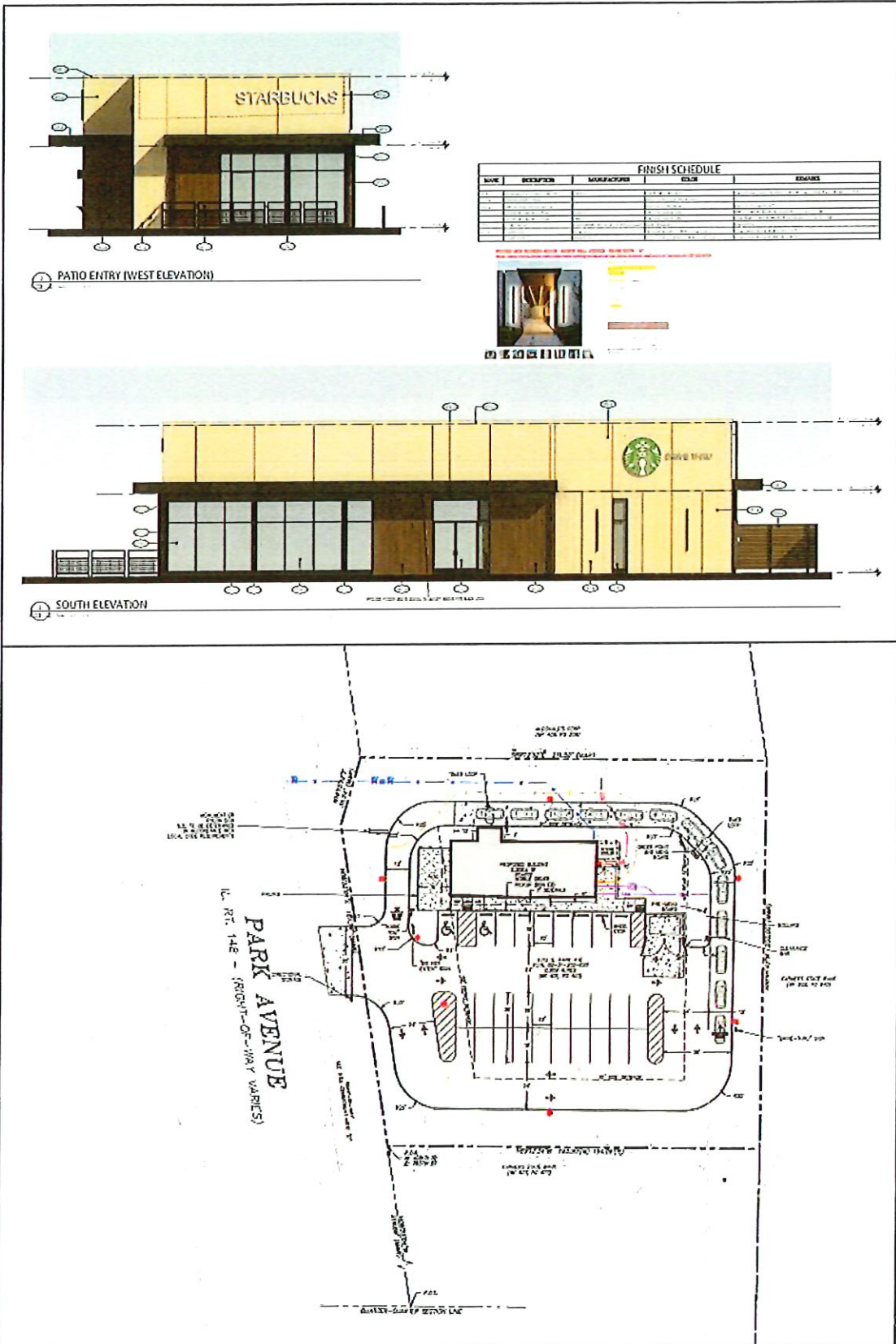
**APPENDIX A
PROJECT LOCATION**

Address:
1712 S. Park Avenue, Herrin, IL 62948
Williamson County PIN(s):
02-31-202-020
Legal Description:
PT E1/2 OF NW1/4 BEING .94AC LYING E OF RT 148 401-423 8-83
TIF District:
Herrin TIF #4

Project Location Map:



**APPENDIX B
PRELIMINARY SITE PLANS**



**EXHIBIT 1
REQUEST FOR PAYMENT OF ELIGIBLE REDEVELOPMENT PROJECT COSTS**

REQUEST FOR REIMBURSEMENT PAYMENT FORM

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

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

Name of Agreement Holder/Developer: _____

Date of Request: _____ Tax Year: _____ Pay _____

Payment Requested: \$ _____ Request # (1-20) _____

With this request I am including (check one):

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

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

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

ALL REQUESTS MUST INCLUDE ATTACHED CERTIFICATION PAGE

CERTIFICATION PAGE – REIMBURSEMENT PAYMENT REQUEST FORM

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

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

Signed & Certified: _____

Dated: _____

(Below This Line for City Use Only)

CITY OF HERRIN, ILLINOIS

Date Reviewed: _____

Approved Payment Amount: \$ _____

Approved By: _____



SHELLY HUGGINS, CITY CLERK
CITY OF HERRIN
300 NORTH PARK AVENUE
HERRIN, ILLINOIS 62948
(618)942-3175 · Fax (618)988-9115
Email: shuggins@cityofherrin.com

STATE OF ILLINOIS
WILLIAMSON COUNTY
CITY OF HERRIN

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

I further certify that on October 14, 2024 the Corporate Authorities of the above municipality passed and approved Ordinance 7-2024 Authorizing the Execution of a Redevelopment Agreement between the City of Herrin, Illinois and Hawthorn Investors, LLC Utilizing Tax Increment Financing and other Actions Related Thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Herrin, Illinois at my office this 14th of October, 2024.



SHELLY HUGGINS, CITY CLERK
HERRIN, ILLINOIS

SEAL