

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

FY 2015

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

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

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

Provide an analysis of the special tax allocation fund.

FY 2015

TIF NAME: LaSalle TIF District II

Fund Balance at Beginning of Reporting Period

\$ 889,173

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 124,866	\$ 1,672,669	34%
State Sales Tax Increment			0%
Local Sales Tax Increment		\$ 2,197,355	45%
State Utility Tax Increment			0%
Local Utility Tax Increment		\$ 6,241	0%
Interest	\$ 981	\$ 50,502	1%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 500,000	10%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 491,386	10%

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

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ 125,847

Cumulative Total Revenues/Cash Receipts

\$ 4,918,153 100%

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

\$ 79,381

Distribution of Surplus

Total Expenditures/Disbursements

\$ 79,381

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

\$ 46,466

FUND BALANCE, END OF REPORTING PERIOD*

\$ 935,639

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

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

\$ (20,228,322)

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

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

FY 2015

TIF NAME: LaSalle TIF District II

FUND BALANCE, END OF REPORTING PERIOD

\$ 935,639

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
Series 2003 Revenue Bond	\$ 500,000	

Total Amount Designated for Obligations

\$ 500,000 \$ -

2. Description of Project Costs to be Paid

Public Projects		\$ 561,923
Private Projects		\$ 18,740,000
Capital Costs		\$ 319,252
Administrative Projects		\$ 1,542,786

Total Amount Designated for Project Costs

\$ 21,163,961

TOTAL AMOUNT DESIGNATED

\$ 21,163,961

SURPLUS*/(DEFICIT)

\$ (20,228,322)

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

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

FY 2015

TIF NAME: LaSalle TIF District II

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

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

Property Acquired by the Municipality Within the Redevelopment Project Area

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

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

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

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

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

FY 2015

TIF NAME: LaSalle TIF District II

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

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

Project 1: *IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE			
Private Investment Undertaken (See Instructions)			\$ -
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 2:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

ATTACHMENT "B"



City of LaSalle

La Salle County, Illinois

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

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

www.lasalle-il.gov

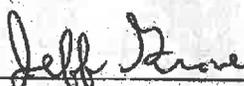
Jeff Grove
Mayor
Cell: 815-488-4300
jgrove@lasalle-il.gov

CERTIFICATION OF

CHIEF EXECUTIVE OFFICER

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

Signed the 1st day of February, 2016.



City of LaSalle, Illinois

February 2, 2016

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

RE: City of LaSalle
Tax Increment Financing District II (351 & I-80)
FY 2015

Dear Mayor and Council Members:

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

Sincerely,



Thomas N. Jacob

Thomas N. Jacob
Nicolas P. Nelson

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

Herbert J. Klein

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

LA SALLE TIF DISTRICT II
Fiscal Year 2015
Analysis of Annual Expenditures

	Year ended	TOTAL
	April 30, 2015	EXPENDITURES
	Expenditure	1996 to 2015
I. Public Projects:		
Tax refunds	\$ 0	\$ 102,644
Capital Outlays	\$ 0	\$ 0
Water Main	\$ 0	\$ 300
Street Construction & Improvement	\$ 0	\$ 195,367
Sanitary Sewer	\$ 0	\$ 0
Site Work	\$ 0	\$ 0
Storm Sewer	\$ 0	\$ 0
Street, Water, Sewer Retention	\$ 0	\$ 271,616
Sewer & Water Extension	\$ 0	\$ 204,894
Tornado Emergency Infrastructure	\$ 0	\$ 0
Public Projects TIF I	\$ 0	\$ 292,854
Municipal Transfers	\$ 0	\$ 245,000
II. Private Projects:		
Northern Illinois Mack/Pohar		
a. Infrastructure	\$ 0	\$ 570,152
b. Principal and Interest	\$ 0	\$ 291,002
Bond Principal	\$ 0	\$ 500,000
Bond Interest	\$ 0	\$ 42,367
Flying J	\$ 0	\$ 0
Apartment Complex	\$ 0	\$ 0
Commercial & Industrial Projects	\$ 0	\$ 0
TOTAL	\$ 0	\$ 2,716,196
III. Taxing District's Capital Costs:		
LaSalle Grade School	\$ 158	\$ 16,347
LP High School	\$ 11,456	\$ 172,137
Illinois Valley Community College	\$ 5,619	\$ 87,489
Dimmick Grade School	\$ 25,322	\$ 329,337
Other District's Capital Costs	\$ 0	\$ 25,438
TOTAL	\$ 42,555	\$ 630,748
IV. Administrative & Professional Services		
Professional Fees	\$ 36,826	\$ 467,349
Miscellaneous	\$ 0	\$ 12,221
City Services	\$ 0	\$ 156,000
TOTAL	\$ 36,826	\$ 635,570
TOTAL EXPENDITURES	\$ 79,381	\$ 3,982,514

ATTACHMENT "E"

CITY OF LA SALLE, ILLINOIS

ORDINANCE NO. 2538

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF LA SALLE, LA SALLE COUNTY, ILLINOIS

&

INMAN ELECTRIC MOTORS, INC.

**LA SALLE COMMUNITY PARTNERSHIP
TAX INCREMENT FINANCING DISTRICT**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF LA SALLE, ILLINOIS
ON THE 30TH DAY OF DECEMBER, 2014.**

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
 TIF DISTRICT REDEVELOPMENT AGREEMENT BY AND BETWEEN:
 THE CITY OF LA SALLE &
 INMAN ELECTRIC MOTORS, INC.
 LA SALLE COMMUNITY PARTNERSHIP TIF DISTRICT

The Mayor and City Council of the City of LaSalle have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of LaSalle; therefore, be it ordained by the Mayor and City Council of LaSalle, Illinois, in the County of LaSalle, as follows:

SECTION ONE: The TIF Redevelopment Agreement with Inman Electric Motors, Inc., Developer (*Exhibit A*), hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of LaSalle is hereby authorized and directed to attest such execution.

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 30th day of December, 2014.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of LaSalle this 30th day of December, 2014.

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

APPROVED: Jeff Grove, Date 12/30 / 2014
 Mayor

ATTEST: Carrie Brown, Date: 12/30 / 2014
 City Clerk, City of LaSalle

EXHIBIT A

TIF REDEVELOPMENT AGREEMENT

BY AND BETWEEN

**THE CITY OF LA SALLE
AND
INMAN ELECTRIC MOTORS, INC.**

LA SALLE COMMUNITY PARTNERSHIP TIF DISTRICT

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF LA SALLE, LA SALLE COUNTY, ILLINOIS

and

INMAN ELECTRIC MOTORS, INC.

**LA SALLE COMMUNITY PARTNERSHIP
TAX INCREMENT FINANCING DISTRICT**

DECEMBER 30, 2014

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF LA SALLE
AND
INMAN ELECTRIC MOTORS, INC.
LA SALLE COMMUNITY PARTNERSHIP TIF DISTRICT**

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 30th day of December, 2014 by the City of LaSalle (the “City”), an Illinois Municipal Corporation, LaSalle County, and Inman Electric Motors, Inc., an Illinois Corporation (the “Developer”).

PREAMBLE

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

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other City revenues; and

WHEREAS, on October 30, 2012, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the LaSalle Community Partnership TIF District (the “TIF District”); and

WHEREAS, on January 2, 2013, the City approved a First Amendment to the Redevelopment Plan and Projects, designated an Amended Redevelopment Area and adopted Tax Increment Financing for the Amended Area, as provided under the Act for the TIF District; and

WHEREAS, one such property owned by the Developer is located at 314 Civic Road, LaSalle, Illinois

(PIN# 18-03-122-012) is located within the Redevelopment Project Area (the "Property"); and

WHEREAS, the Developer is proceeding with plans to construct a 5,153 square foot addition to the southwest corner of the building for use as a new wash bay, storage, locker rooms and restrooms (the "Project") and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate base of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the TIF District; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the City as adopted; and

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

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

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

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer Fifty percent (50%) of the annual "net" incremental increases in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in *Exhibit "1"* attached hereto. Such reimbursement shall commence with tax year 2015 payable 2016 real estate tax increment generated by the Project, and shall continue only for the current remaining life of the TIF District, as stated in *Section C.* below, or upon the Developer's receipt of the maximum reimbursement amount of **Forty-Six Thousand Eight Hundred Forty Dollars (\$46,840)** as set forth in *Exhibit "1"* attached hereto, whichever occurs first. "Net" real estate tax increment is defined as real estate tax increment derived from the Developers's Project as previously described after a proportionate payment of administrative fees and costs and payments pursuant to Intergovernmental Agreements, as defined in *Section C.* below.

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in *Exhibit "1"*; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The City is extending incentives for this project based upon the Developer's commitment to complete construction of the Project on or before the date that is two (2) years after the date of approval of this Agreement by the City. If construction is not completed as of that date, this Agreement shall become null and void with no future action required unless the City has agreed to extend this Agreement. For purposes of this Agreement, construction is deemed completed upon the 5,153 square foot building addition being completed.

4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “LaSalle Community Partnership TIF District”, which TIF District includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit “1”* for the Developer’s Project which shall be hereafter known as the “Inman Electric Motors, Inc. Expansion Project.”

C. INCENTIVES

In consideration for the Developer purchasing the Property and substantially completing the Inman Electric Motors, Inc. Expansion Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer’s Project:

1. The City shall reimburse the Developer **Fifty percent (50%)** of the “net” incremental increases in real estate tax generated by the Developer’s Project for the reimbursement of the Developer’s Eligible Project Costs. Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2015 and paid in 2016, and continue for the current remaining life of the TIF District, tax year 2035 payable 2036, or until all TIF eligible project costs as described in *Exhibit “1”* are fully reimbursed, not to exceed a total of **Forty-Six Thousand Eight Hundred Forty Dollars (\$46,840)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the TIF District designated as the “**Inman Electric Motors, Inc. Special Account**” (the “Special Account”). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.
2. “Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer’s Redevelopment Project after payment of a proportionate amount of:
 - a. Administrative fees and costs; and
 - b. Payments pursuant to the City’s Intergovernmental Agreement for this TIF District with LaSalle-Peru High School District (the “School District”) which provides, in part, for payments according to the School District’s “Formula Calculation”, which payments are to commence with the first tax year after the expiration of LaSalle TIF District I (tax year 2017 payable 2018 or tax year 2022 payable 2023, if LaSalle TIF District I is legislatively extended);

and

- c. Payments as calculated by the School District's "Formula Calculation" which shall be retained by the City through the expiration of the LaSalle TIF District I (tax year 2016 payable 2017 or tax year 2021 payable 2022, if LaSalle TIF District I is legislatively extended) which may be used by the City for payment of TIF eligible project costs; and
- d. Payments pursuant to any other Intergovernmental Agreements.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of \$46,840) from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Plan and only from the Property included in this Project and currently owned by the Developer at that location. The parties agree that TIF Eligible Project Costs do not include land acquisition costs.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

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

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

9. The Developer may submit for prior approval by the City as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide the following to the City, as requested in writing,
 - A. Copies of all PAID real estate tax bills, annually, for the Property; and
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

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

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

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

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

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2035 payable 2036); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so

concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

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

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying

the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence; provided however, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City 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 interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

N. ASSIGNMENT

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

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

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

Q. SEVERABILITY

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

R. NOTICES

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

TO CITY:

City Clerk, City of LaSalle
745 Second Street
LaSalle, IL 61301
Telephone: (815) 223-3755
Fax: (815) 223-9508

With Copy to:

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

TO DEVELOPER:

Inman Electric Motors, Inc.
Attn: David Inman
314 Civic Road, P.O. Box 1108
LaSalle, IL 61301
Telephone: (815) 223-2288
Fax: (815) 223-7108

S. SUCCESSORS IN INTEREST

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

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

U. INDEMNIFICATION OF CITY

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

V. ENTIRE AGREEMENT

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

W. TITLES OF PARAGRAPHS

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

X. WARRANTY OF SIGNATORIES

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

Y. TERM OF THE AGREEMENT

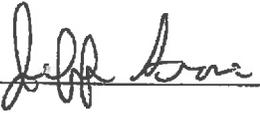
This Agreement shall expire upon the current expiration of the TIF District, tax year 2035 payable 2036, or sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or the Developer has received all incentives included herein.

[The remainder of this page is intentionally blank]

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

CITY
LaSalle, Illinois, Municipal Corporation

BY:



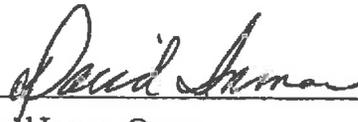
Mayor

ATTEST:



City Clerk

DEVELOPER
Inman Electric Motors, Inc.



David Inman, Owner

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Inman Electric Motors, Inc. Expansion Project
LaSalle Community Partnership TIF District
City of LaSalle, LaSalle County, Illinois

Project Description: The Developer has plans to construct a 5,153 square foot addition to the southwest corner of the building for use as a new wash bay, storage, locker rooms and restrooms.

Street Location: 314 Civic Road, LaSalle, Illinois

PIN#: 18-03-122-012

Estimated TIF Eligible Project Costs:

Site Preparation, Demolition	\$5,000
Demolition	\$15,240
Planning, Engineering, Architectural Fees.	\$5,000
Rehabilitation/Renovation of Existing Building.	\$10,000
Road Improvements.	\$2,000
Sewer & Water Extension.	\$9,600
Total <i>Estimated TIF Eligible Project Costs</i>*.	\$46,840

*[*The City's reimbursement of Eligible Project Costs to the Developer per Section C(1) shall not exceed \$46,840 and does not include land acquisition costs].*

ATTACHMENT "E"

ORDINANCE NUMBER 2487

**An Ordinance Approving And Authorizing The
Execution Of A Redevelopment Agreement
Between The City Of LaSalle
And Unytite, Inc. La Salle Plant**

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

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

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

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

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

Section 3: That the Mayor, the City Clerk and such other City Officials as are necessary and appropriate in the circumstances, are hereby authorized and empowered to

do and perform such reasonable and appropriate acts as are necessary and appropriate in order to carry out and effectuate the intent and purpose of this Ordinance.

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

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

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

APPROVED: Jeff Grove, Dated 5/20/2014
Mayor

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

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

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

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

I further certify that on the 20th day of May, 2014 the corporate authorities of the above municipality passed and approved Ordinance No. 2487, entitled: An Ordinance Approving and Authorizing the Execution of a Redevelopment Agreement between the City of La Salle and Unytite, Inc. La Salle Plant provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No.2487 including the ordinance and cover sheet thereof was prepared and a copy of such ordinance was posted in the municipal building, commencing on the 22nd day of May 2014 and continuing for at least ten days thereafter. Copies of the ordinance were also available for public inspection upon request in the office of the municipal clerk.

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

(SEAL)

Carrie Brown
City Clerk

EXHIBIT A

TIF REDEVELOPMENT AGREEMENT

BY AND BETWEEN

**THE CITY OF LA SALLE
AND
UNYTITE, INC. LA SALLE PLANT**

LA SALLE COMMUNITY PARTNERSHIP TIF DISTRICT

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF LA SALLE, LA SALLE COUNTY, ILLINOIS

and

UNYTITE, INC. LA SALLE PLANT

LA SALLE 351

&

**LA SALLE COMMUNITY PARTNERSHIP
TAX INCREMENT FINANCING DISTRICTS**

MAY 2014

**REDEVELOPMENT AGREEMENT
CITY OF LA SALLE
AND
UNYTITE, INC. LA SALLE PLANT
LA SALLE 351 &
LA SALLE COMMUNITY PARTNERSHIP TIF DISTRICTS**

~~THIS REDEVELOPMENT AGREEMENT~~ (including Exhibits) is entered into this 20th day of May, 2014, by the City of LaSalle (the "City"), an Illinois Municipal Corporation, LaSalle County, and Unytite, Inc. LaSalle Plant, an Illinois Corporation (the "Developer").

PREAMBLE

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

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the "Act"), the City has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues ("real estate tax increment") or from other City revenues; and

WHEREAS, on October 24, 1994, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the LaSalle 351 TIF District II ("TIF District II"); and

WHEREAS, on October 30, 2012, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the City approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the LaSalle Community Partnership TIF District (the "Community Partnership TIF District"); and

WHEREAS, on January 2, 2013, the City approved a First Amendment to the Redevelopment Plan and Projects, designated an Amended Redevelopment Area and adopted Tax Increment Financing for the Amended Area, as provided under the Act for the TIF District; and

WHEREAS, two such properties located at 325 Civic Road, LaSalle, Illinois (PIN# 11-34-320-000 in TIF District II and PIN# 11-34-321-000 in the Community Partnership TIF District) are located within the Redevelopment Project Areas (the "Property"); and

WHEREAS, the Developer is proceeding with plans to acquire said Property and construct a 116,000 square foot manufacturing plant (the "Project") with the possibility of future phases, and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate base of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer's proposed Project is consistent with the TIF District Redevelopment Plans and Projects for the Redevelopment Project Areas and further conforms to the land uses of the City as adopted; and

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

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

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

WHEREAS, the City has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the City; and

WHEREAS, the City has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plans of the City; and

WHEREAS, the Parties have agreed that the City shall reimburse the Developer **Fifty percent (50%)** of the annual “net” incremental increases in real estate tax revenues derived from the Developer’s Project for reimbursement of the Developer’s Estimated TIF Eligible Project Costs as set forth in *Exhibit “1”* attached hereto. Such reimbursement shall commence with tax year 2015 payable 2016 real estate tax increment generated by the Project, and shall continue only for the current remaining life of the TIF Districts, as stated in Section C. below, or upon the Developer’s receipt of the maximum reimbursement amount of **Three Million Seven Thousand Eight Hundred Ninety-Two Dollars (\$3,007,892)** as set forth in *Exhibit “1”* attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City treasurer for deposit in a separate account within the Special Tax Allocation Fund for the LaSalle Community Partnership TIF District designated as the **“Unytite, Inc. LaSalle Plant Special Account (“Special Account”)**. “Net” real estate tax increment is defined as real estate tax increment derived from the Developers’s Project as previously described after a proportionate payment of administrative fees and costs and payments pursuant to Intergovernmental Agreements, as defined in Section C. below.

WHEREAS, the City will also reimburse **Fifty percent (50%)** of the City electric and gas utility tax to the Developer for a period of five (5) years, commencing with the first month of operation of the manufacturing facility; and

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in *Exhibit “1”*; and

WHEREAS, the City is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

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

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The City is extending incentives for this project based upon the Developer's commitment to complete construction of the Project on or before the date that is two (2) years after the date of approval of this Agreement by the City. If construction is not completed as of that date, this Agreement shall become null and void with no future action required unless the City has agreed to extend this Agreement. For purposes of this Agreement, construction is deemed completed upon the Project being completed so that Developer's manufacturing operations have commenced at the location.
4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created Tax Increment Financing Districts known as the "LaSalle 351 TIF District II" and the "LaSalle Community Partnership TIF District", which TIF Districts include the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit "1"* for the Developer's Project which shall be hereafter known as the "Unytite, Inc. LaSalle Plant Project."

C. INCENTIVES

In consideration for the Developer purchasing the Property and substantially completing the Unytite, Inc. LaSalle Plant Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The City shall reimburse the Developer **Fifty percent (50%)** of the "net" incremental increases in real estate tax generated by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs. Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2015 and paid in 2016, and continue for the current remaining life of the TIF Districts, which is tax year 2017 with final payment received in 2018 for the

LaSalle 351 TIF District II and tax year 2035 with final payment received in year 2036 for the LaSalle Community Partnership TIF District, or until all TIF eligible project costs as described in *Exhibit "1"* are fully reimbursed, not to exceed a total of **Three Million Seven Thousand Eight Hundred Ninety-Two Dollars (\$3,007,892)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the LaSalle Community Partnership TIF District designated as the **"Unytite, Inc. LaSalle Plant Special Account"** (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.

2. "Net" real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer's Redevelopment Project after payment of a proportionate amount of:
 - a. Administrative fees and costs; and
 - b. Payments pursuant to an Intergovernmental Agreement for this TIF District entered into between the City and LaSalle-Peru High School District (the "School District") which provides, in part, for payments according to the School District's "Calculation Formula." Such payments to the School District determined by the "Calculation Formula" are to commence with the first tax year after the expiration of LaSalle TIF District I, tax year 2017 payable 2018 (or, tax year 2022 payable 2023 if LaSalle TIF District I is legislatively extended); and
 - c. Payments as calculated by the School District's "Formula Calculation" which shall be retained by the City through the expiration of the LaSalle TIF District I, tax year 2016 payable 2017 (or, tax year 2021 payable 2022, if LaSalle TIF District I is legislatively extended) which may be used by the City for payment of TIF eligible project costs; and
 - d. Payments pursuant to any other Intergovernmental Agreements.
3. In addition, the City shall reimburse **Fifty percent (50%)** of the City electric and gas utility tax to the Developer for a period of five (5) years, commencing with the first month of operation of the manufacturing facility.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of \$3,007,892) from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Plans

and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.

2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "2"*, "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively the Administrator), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in Paragraphs 1 and 2 above, the Developer must submit such proposed eligible costs to the City by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of Paragraph 3 above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent

permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.

6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from LaSalle County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide the following to the City, as requested in writing,
 - A. Copies of all PAID real estate tax bills, annually, for the Property; and
 - B. Copies of all PAID invoices for City electric and gas utility tax.
2. The failure of Developer to provide any information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall

be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

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

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

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

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

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this Section G shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax year 2036 payable 2031); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended and benefits for such an extended time are provided for in this Agreement.

H. LIMITED OBLIGATION

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

I. CITY PUBLIC PROJECTS

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

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

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

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate

governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

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

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

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence; provided however, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City 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 interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when

applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

N. ASSIGNMENT

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

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

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

Q. SEVERABILITY

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

R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the

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

TO CITY:

City Clerk, City of LaSalle
745 Second Street
LaSalle, IL 61301
Telephone: (815) 223-3755
Fax: (815) 223-9508

TO DEVELOPER:

Unytite, Inc. LaSalle Plant
Attn: Yuji Ozeki
1 Unytite Drive
Peru, IL 61354
Telephone: (815) 224-2221, Ext. 224

With Copy to:

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

S. SUCCESSORS IN INTEREST

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

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

U. INDEMNIFICATION OF CITY

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

and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

V. ENTIRE AGREEMENT

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

W. TITLES OF PARAGRAPHS

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

X. WARRANTY OF SIGNATORIES

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

Y. TERM OF THE AGREEMENT

This Agreement shall expire upon the current expiration of the Community Partnership TIF District, tax year 2035 payable 2036, or sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or the Developer has received all incentives included herein.

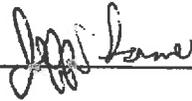
[The balance of this page is intentionally blank.]

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

CITY

LaSalle, Illinois, Municipal Corporation

BY:



Mayor

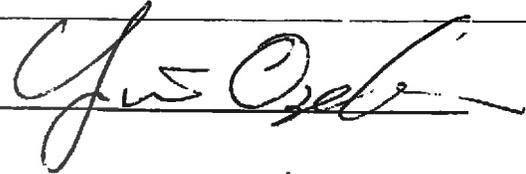
ATTEST:



City Clerk

DEVELOPER

Unytite, Inc. LaSalle Plant



EXECUTIVE VICE PRESIDENT

Title

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Unytite, Inc. LaSalle Plant Project
~~LaSalle 351 TIF District II & LaSalle Community Partnership TIF District~~
in the City of LaSalle, LaSalle County, Illinois

Project Description: The Developer has plans to acquire the Property and construct a 116,000 square foot manufacturing facility with the possibility of future phases.

Street Location: 325 Civic Road, LaSalle, Illinois

PIN#s: 11-34-320-000 (LaSalle 351 TIF District II)
11-34-321-000 (LaSalle Community Partnership TIF District)

Estimated TIF Eligible Project Costs:

Site Preparation	\$1,000,000
Planning, Engineering, Architectural Fees	\$100,000
Utilities Extension	\$722,892
Interest Buy-Down (30%)	\$185,000
Relocation	\$1,000,000
Total <i>Estimated</i> TIF Eligible Project Costs*	\$3,007,892

*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed \$3,007,892 for, as set forth in this Redevelopment Agreement, unless the parties mutually agree to amend this Agreement.

ATTACHMENT "K"

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

	Budget	Actual	Variance Favorable (Unfavorable)
REVENUES			
Taxes:			
Property tax	\$ 124,863	\$ 124,866	\$ 3
Utility tax	-	-	-
Sales tax	-	-	-
Interest	1,000	981	(19)
Total revenues	125,863	125,847	(16)
EXPENDITURES			
General government:			
Legal	11,826	11,826	-
Payments to developer	-	25,000	(25,000)
Engineering services	-	-	-
Capital improvements, other	-	-	-
City service expense reimbursement	-	-	-
Tax refunds	-	-	-
Intergovernment agreements	42,556	42,555	1
Contingency	-	-	-
	54,382	79,381	(24,999)
Debt service:			
Principal payments	-	-	-
Interest payments	-	-	-
Fiscal agent fees	-	-	-
	-	-	-
Total expenditures	54,382	79,381	(24,999)
Excess (deficiency) of revenues over expenditures	\$ 71,481	46,466	\$ (25,015)
OTHER FINANCING SOURCES (USES)			
Operating transfers in	-	-	-
Operating transfers out	(117,298)	-	117,298
Bond proceeds	-	-	-
Total other financing sources (uses)	(117,298)	-	117,298
Excess (deficiency) of revenues and other financing sources over expenditures	\$ (45,817)	46,466	\$ 92,283
FUND BALANCE, BEGINNING OF YEAR		889,173	
FUND BALANCE, END OF YEAR		\$ 935,639	

Independent Auditor's Report

To the Honorable City Council
City of LaSalle, Illinois

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

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

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

 CPA, P.C.

Princeton, Illinois
January 19, 2016

City of LaSalle
TIF District II
Intergovernmental Agreements

ATTACHMENT M

1. LaSalle Grade School District #122

During the 2015 Fiscal Year, \$158 was paid from the TIF District to the School District.

2. Dimmick Grade School District #175

During the 2015 Fiscal Year, \$25,322 was paid from the TIF District to the School District.

3. LaSalle Peru High School District #120

During the 2015 Fiscal Year, \$11,456 was paid from the TIF District to the School District.

4. Illinois Valley Community College

During the 2015 Fiscal Year, \$5,619 was paid from the TIF District to the School District.