

Ordinance No. 2016-08-6

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS
AND KUNES' COUNTRY AUTO GROUP, INC.**

WHEREAS, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended, the Mayor and City Council (collectively, the “*Corporate Authorities*”) of the City of Mount Carroll, Carroll County, Illinois (the “*City*”), pursuant to Ordinance Nos. 2005-6-1, 2005-6-2, and 2005-6-3, respectively, adopted by the Corporate Authorities on June 13, 2005, approved a redevelopment plan and project (the “*Redevelopment Plan*”), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the Downtown and South City Redevelopment Project Area (the “*Redevelopment Project Area*”); and, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, the existence of the blighting factors in the Redevelopment Project Area, as described in the Redevelopment Plan, and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping, and revitalizing the Redevelopment Project Area, which has, in turn, prevented the development, construction or expansion of commercial enterprises within the Redevelopment Project Area; and,

WHEREAS, Kunes Country Auto Group, Inc. (the “*Developer*”), has acquired the property commonly known as 762 West Commercial Street, Mount Carroll, Illinois,, which property is located within the Redevelopment Project Area; and is identified by permanent index numbers 050812400029 and 050812400028 (the “*Subject Property*”); and,

WHEREAS, the Developer has submitted a proposal to the City to construct an off-street parking facility and landscaping on the Subject Property for purposes of operating a retail business (the "Project"); and,

WHEREAS, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of the City, and the health, safety, and welfare of the residents of the City, for the City to reimburse the Developer for certain eligible redevelopment project costs; and,

WHEREAS, the Corporate Authorities have determined that the Project to be undertaken by the Developer will be in furtherance of the Redevelopment Plan, thereby providing economic development and commercial business opportunities within the City, enhancing the tax base of the City and other taxing districts, and adding to the welfare and prosperity of the City and its inhabitants.

NOW, THEREFORE, BE IT ORDIANED by the Mayor and City Council of the City of Mount Carroll, Carroll County, Illinois that the Redevelopment Agreement by and between the City of Mount Carroll, Carroll County, Illinois and Kunes Country Auto Group, Inc., as attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and to undertake any and all actions as may be required to implement its terms.

This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this 23rd day of August, 2016.

APPROVED:

Carl R. Bates

Mayor

AYES: 6

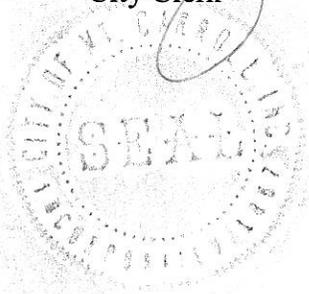
NAYS: 0

ABSENT: 0

Attest:

J. A. Allen

City Clerk



**REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS
AND KUNES' COUNTRY AUTO GROUP, INC.**

23rd THIS REDEVELOPMENT AGREEMENT (the "Agreement") is entered into this day of August, 2016, by and between the City of Mount Carroll, Carroll County, an Illinois municipal corporation (the "City") and Kunes' Country Auto Group, Inc. (the "Developer").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing municipality of the State of Illinois and the Illinois Municipal Code, as from time to time amended (65 ILCS 5/1-1-2 *et seq.*); and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act"), the Mayor and City Council of the City (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as "blighted" as defined in the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, on June 13, 2005, the Corporate Authorities, by Ordinance No. 2005-6-1, adopted a redevelopment plan and project (the "Redevelopment Plan"), setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; by Ordinance No. 2005-6-2, designated a redevelopment project area known as the Downtown and South City Redevelopment Project Area (the "Redevelopment Project Area"), and by Ordinance No. 2005-6-3, adopted tax increment financing for the Redevelopment Project Area; and,

WHEREAS, the Corporate Authorities determined that the blighting factors in the Redevelopment Project Area, as described in the Redevelopment Plan, are detrimental to the public and impair development and growth in the Redevelopment Project Area and but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 3(a) of this Agreement), these blighting factors shall continue to impair growth and development; and,

WHEREAS, the existence of blighting factors in the Redevelopment Project Area and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping, and revitalizing the Redevelopment Project Area, which has, in turn prevented the development, construction or expansion of commercial enterprises within the Redevelopment Project Area; and,

WHEREAS, the Developer owns the property commonly known as 762 West Commercial Street, Mount Carroll, Illinois, which property is located within the Redevelopment

Project Area; and is identified by permanent index numbers 05-08-12-400-028 and 05-08-12-400-029 (the “*Subject Property*”); and,

WHEREAS, the Developer has submitted a proposal to the City to construct an off-street parking facility and landscaping on the Subject Property for purposes of improving its operating vehicle sales retail business (the “*Project*”); and

WHEREAS, pursuant to the TIF Act, the City is authorized to incur Redevelopment Project Costs and to make and enter into all contracts necessary or incidental to the implementation and furtherance of its Redevelopment Plan; and,

WHEREAS, in order to induce the Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interest of the City and the health, safety, morals and welfare of the residents of the City, that, the City reimburse the Developer for certain eligible Redevelopment Project Costs.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1: Incorporation of Recitals.

The parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

Section 2: Obligations of the Developer.

(A) The Developer covenants and agrees to commence construction of the off-street parking facility structure of approximately on or before September 1, 2016, and have completed the construction thereof on or before December 31, 2016.

(B) The Developer covenants and agrees to construct the Project in accordance with all applicable building codes and ordinances including the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as may be required.

(C) The Developer further warrants that the Project shall result in an investment of approximately \$1,500,000.00 (the “*Project Budget*”) to complete the Project and commence operation, which Project budget includes all costs incurred by the Developer to develop the Project.

(D) Notwithstanding anything to the contrary in this Agreement, if the Developer has not commenced construction of the Project prior to September 1, 2016, this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, unless commencement of construction is delayed by Force Majeure (as hereinafter defined), in which case the time for commencement of construction shall be extended for the period of the delay.

Section 3. Developer's Payments.

(A) In consideration for undertaking the Project by the Developer, so long as no event described in Section 16 of this Agreement shall have occurred and be continuing, upon completion of the Project, the City shall reimburse the Developer for Redevelopment Project Costs incurred by the Developer in respect of the Project as set forth in *Exhibit B* (the "*Redevelopment Project Costs*") in an amount not to exceed \$129,100, in accordance with the procedures set forth in Section 4 hereof, such reimbursement being subject to the limitations of the TIF Act. The annual payments to the Developer pursuant to this Section 3 shall in no event exceed one thousand five hundred dollars (\$1,500) of the annual incremental real estate taxes (as hereinafter defined) generated from the Redevelopment Project Area ("*Incremental Taxes*") for the term of this Agreement. The Developer shall have the right to reallocate items among line items in *Exhibit B* when seeking reimbursement therefor pursuant to Section 3(B) of this Agreement. For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act which are eligible for reimbursement under the TIF Act.

(B) In connection with the establishment and ongoing administration of the Redevelopment Project Area, pursuant to Ordinance No. 2005-6-3, the City established a special tax allocation fund pursuant to the requirements of the TIF Act (the "Special Tax Allocation Fund" or the "STAF") into which the City shall deposit all of the Incremental Taxes (as hereinafter defined) generated within the Redevelopment Project Area.

(C) The City shall reimburse the Developer for Redevelopment Project Costs pursuant this Agreement from amounts on deposit from time to time in the STAF, as follows:

- i. On December 1 of each year or within ten (10) days following the date upon which the City receives the second installment of real estate taxes from Carroll County, \$1,500 of the monies credited to the STAF shall be deposited into a sub-account to be known as the "Kunes Subaccount" (which Kunes Subaccount shall be automatically created by the Ordinance approving this Agreement) and used solely to reimburse the Developer for Redevelopment Project Costs in accordance with this Agreement.
- ii. As used in this Agreement, "*Incremental Taxes*" shall mean the amount in the STAF equal to the amount of *ad valorem* taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of the Redevelopment Project Area and its improvements over the initial equalized assessed value of the Redevelopment Project Area.

- iii. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE KUNES SUB ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.

Section 4. Procedures for and Application of Reimbursement to the Developer.

(A) The Developer shall advance all funds and all costs necessary to: (i) construct and develop the Project; and, (ii) undertake other matters eligible for reimbursement pursuant to this Agreement in connection with the foregoing.

(B) To establish a right of reimbursement for specific Redevelopment Project Costs under this Agreement, the Developer shall have completed the Project and have submitted to the City a written statement in the form attached to this Agreement as *Exhibit C* (a "Request for Reimbursement") setting forth the amount of reimbursement requested and the specific Redevelopment Project Cost for which reimbursement is sought. Said Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the City shall reasonably require evidencing the right of the Developer to reimbursement under this Agreement. The City shall have thirty (30) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove such Request and, if disapproved, to provide the Developer in writing and in detail, an explanation as to why it is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible Redevelopment Project Cost under the TIF Act, that it is not listed on *Exhibit B*, or that the Project was not completed by developer in accordance with all City Code requirements and the provisions of this Agreement, including, without limitation, all plans and specifications for the Project submitted to and approved by the City. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations of such Act rendered during the term of this Agreement. The City has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

(C) The Developer covenants and agrees to pay all taxes when due to the City, State of Illinois, federal government, and all taxing districts having the Subject Property within their jurisdiction. The Developer further covenants and agrees to pay, when due, all fines, costs, fees, taxes, penalties or other financial obligations due to the Village.

(D) Notwithstanding the foregoing, if money is not available in the STAF to reimburse the Developer for Redevelopment Project Costs and the reason therefor is that the Developer or their successors in interest have not paid real estate taxes for the Subject Property when due and owing, the City shall not be required to make reimbursement payments to the Developer until all real estate taxes and any interest and penalty assessed thereon are paid in full.

Section 5. Term.

Unless earlier terminated pursuant to Section 16, the term of this Agreement shall commence on the date of execution and end on the earlier of: (i) receipt by the Developer of \$129,100; or (ii) December 31, 2028 (the "*Termination Date*").

Section 6. Verification of Tax Increment.

The Developer shall forward to the City copies of all real estate tax bills and their payment for the Subject Property during the term of this Agreement for the Subject Property.

Section 7. No Liability of City to Others for Developer' Expenses.

The City shall have no obligations to pay any costs of the Project or to make any payments to any person other than the Developer, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Subject Property.

Section 8. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations pursuant to this Agreement on such party's part to be performed if such party 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, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party other than issuance of permits ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 9. Assignment.

The Developer may not, without the prior written consent of the City, sell, assign or otherwise transfer all or any part of its right, title or interest in the Subject Property, the Project or this Agreement without written approval of the City.

Section 10. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, agent or employee (so long as such contractor, agent or employee is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, agent or employee (so long as such contractor, agent or employee is hired by the Developer). The Developer shall, at their own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at their own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 11. Waiver.

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

Section 12. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or 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.

Section 13. Notices.

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

To the Developer

Kunes' Country Auto Group, Inc.
762 West Commercial Street
Mount Carroll, Illinois 61053
Attention:

With a copy to :

To the City :

Carl R. Bates, Mayor
City of Mount Carroll
302 North Main Street
Mount Carroll, Illinois 61053

With a copy to :

Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd.
Suite 964
Chicago, Illinois 60604

Section 14. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 15. No Discrimination – Construction.

The Developer for itself and its successors and assigns agrees that in the construction of the Project provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause.

Section 16. Remedies – Liability.

(A) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any

failure on the Developer' part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(B) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, or if the Developer is in default under any agreement for the assembly of land for the Project, or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(C) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of their rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(D) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not

limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(E) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

Section 17. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in writing signed by all the parties with the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

City of Mount Carroll,
an Illinois municipal corporation

By: Carl R. Bates
Carl R. Bates, Mayor

Attest:

Julie Cuckler
Julie Cuckler, City Clerk

Kunes' Country Auto Group, Inc.

By: [Signature]

Attest:

Exhibit A

Identification of Subject Property

Parcel Nos.: 05-08-12-400-028 and 05-08-12-400-029

Exhibit B

Anticipated Eligible Redevelopment Project Costs

Demolition/Grading/Excavation	\$ 36,100.00
Paving	\$ 93,000.00
TOTAL	\$ 129,100.00

Exhibit C
Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

City of Mount Carroll
302 North Main Street
Mount Carroll, Illinois 61028

Re: *Redevelopment Agreement, dated August 23, 2016 (the "Agreement"), by and between the City of Mount Carroll, an Illinois municipal corporation and Kunes' Country Auto Group, Inc. (the "Developer")*

Dear Sir:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement Number: _____
2. The amount requested to be disbursed pursuant to this Request for Reimbursement was used for those Redevelopment Project Costs of the details in Schedule 1 attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 3 above were made or incurred or financed and were necessary and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Redevelopment Project Costs Exhibit B described in Section 3(b) of the Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer' books and are set forth on the attached Schedule 1, with paid invoices attached for all sums for which reimbursement is requested.
5. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, and a copy of the Redevelopment Project Cost Schedule on which it has been noted all Redevelopment Project Costs heretofore reimbursed to the Developer.

Kunes' Country Auto Group, Inc.

Date: _____

By: _____

APPROVED:

CITY OF MOUNT CARROLL, an Illinois municipal
corporation

Date: _____

By: _____