

ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
by and between
THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS
and
RYAN HANDEL d/b/a CAR TUNES 2.0

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 “*TIF Act*”), 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, Ryan Handel of 210 E. Franklin Street, Mount Carroll, Illinois d/b/a Car Tunes 2.0 (the “*Developer*”) operates a business installing audio devices in motor vehicles and has acquired the property commonly known as 102 West Commercial Street which property is located within the Redevelopment Project Area (the “*Subject Property*”); and,

WHEREAS, the Developer has submitted a proposal to the City to construct an approximately 2,500 square foot building on the Subject Property for a total cost of approximately \$40,000.00 (the “*Project*”); and,

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the City to reimburse the Developer for certain Redevelopment Project Costs as defined in the

TIF Act pursuant to the terms and conditions set forth in the Redevelopment Agreement attached hereto because the Project promotes the health, safety, morals, and welfare of its residents; will be in furtherance of the Redevelopment Plan; will provide economic development and commercial business opportunities within the City; will enhance the tax base of the City and other taxing districts; and, will add 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 Ryan Handel d/b/a Car Tunes 2.0, 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 28th day of July, 2015.

APPROVED:

Carol R. Bates
Mayor

AYES: 5 Aldermen Risko, Grim, Kaczmariski, Rose and Powers

NAYS: 1 Alderman Bergren

ABSENT: 0

Attest:

Julie A. Coello
City Clerk



REDEVELOPMENT AGREEMENT
by and between
THE CITY OF MOUNT CARROLL, CARROLL COUNTY, ILLINOIS
and
RYAN HANDEL D/B/A CAR TUNES 2.0

THIS REDEVELOPMENT AGREEMENT is entered into this 30th day of July, 2015, by and between the City of Mount Carroll, Illinois, an Illinois municipal corporation (the “City”), and Ryan Handel of 210 East Franklin Street, Mount Carroll, Illinois, d/b/a Car Tunes 2.0, an Illinois Limited Liability Company (the “Developer”).

PREAMBLES

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, approved 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 have 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,

WHEREAS, these blighting factors will continue to impair growth and development, but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 3(a) of this Agreement), which necessarily must be incurred for the redevelopment of the Redevelopment Project Area; and,

WHEREAS, the existence of the 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 operates a business installing audio devices in motor vehicles (the "*Business*") and has acquired the property commonly known as 102 West Commercial Street which property is located within the Redevelopment Project Area; and is identified by permanent index number 05-08-12-400-009 (the "*Subject Property*"); and,

WHEREAS, the Developer has submitted a proposal to the City to construct an approximately 2,500 square foot building on the Subject Property for a total cost of approximately \$40,000 (the "*Project*"); and,

WHEREAS, the City is authorized under the TIF Act to incur Redevelopment Project Costs (as hereinafter defined) 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 interests of the City, and the

health, safety, morals, 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, pursuant to this Agreement, is in the best interests of the City and promotes the health, safety, morals, and welfare of its residents, and 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, 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 the Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section.

Section 2. Project.

- (a) The Project shall consist of the construction of a building of approximately 2,500 square feet on the Property for an approximate cost of \$40,000.00.
- (b) The Developer covenants and agrees to commence construction upon approval of this Redevelopment Agreement, by the Corporate Authorities to complete the Project in accordance with all applicable laws and ordinances of the City and the State of Illinois on or before _____, to commence operation of its Business at the Subject Property on or before

_____ and to comply with all applicable laws and ordinances of the City and the State of Illinois throughout the term of this Agreement.

- (c) The Developer covenants and agrees, continuously to operate its Business (the “Business”) at the Subject Property throughout the term of this Agreement; it being understood that the failure of the Developer to continuously operate its Business at the Subject Property during the term of this Agreement shall result in the immediate termination and cancelation of any obligation of the City under this Agreement without further liability to the Developer and the Developer shall repay to the City any and all sums paid by the City to the Developer pursuant to this Agreement.

Section 3. Developer Payments.

(a) In consideration for undertaking the Project by the Developer, so long as no event described in Section 17 of this Agreement shall have occurred and be continuing and the Developer has completed the Project and commenced operation of its Business at the Subject Property, the City shall reimburse the Developer for (i) the Redevelopment Project Costs incurred by the Developer in respect to the Project as set forth in *Exhibit A* (the “*Redevelopment Project Costs*”) subject to the limitations of the TIF Act and this Agreement, in an amount not to exceed \$6,000.00, in accordance with the procedures set forth in Section 4 hereof. 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) The City shall reimburse the Developer for Redevelopment Project Costs pursuant to this Agreement from amounts on deposit from time to time in the Car Tunes

2.0 Subaccount (hereinafter defined), as follows:

- (i) On December 1 of each year [or, if later, that date which is ten (10) days following the date upon which the City receives Incremental Taxes (as defined below) from the second installment of real estate taxes], fifty percent (50%) of the monies credited to the Special Tax Allocation Fund of the Village (the "STAF"), established by the City pursuant to Ordinance No. 2005-6-3 with respect to the Subject Property shall be transferred and deposited into a special account to be known as the "Car Tunes 2.0 Subaccount" (which Car Tunes 2.0 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) Any Redevelopment Project Costs not reimbursed shall be held over and paid annually in the future as funds in the Car Tunes 2.0 Subaccount become available.

THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE SPECIAL TAX ALLOCATION FUND FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE CITY. 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 Redevelopment 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.

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

(a) The Developer shall advance all funds and all costs necessary to undertake and complete the Project in order to be eligible for reimbursement pursuant to this Agreement.

(b) To establish a right of reimbursement for Redevelopment Project Costs under this Agreement, the Developer shall have completed the Project, with its Business at the Subject Property in full operation and have submitted to the City or its designee a written statement in the form attached to this Agreement as *Exhibit B* (a “*Request for Reimbursement*”) setting forth the total amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought which may not exceed Six Thousand Dollars (\$6,000.00). Said Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers, or other evidence as the City or its designee shall reasonably require evidencing the right of the Developer to reimbursement under this Agreement. The City or its designee shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to recommend to the Corporate Authorities approval or disapproval of such Request and, if disapproved, to provide the Developer in writing and in detail with 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, that it is not listed on Exhibit A, or that the Project was not completed by the Developer in accordance with all applicable 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.

(d) Notwithstanding the foregoing, if money is not available in the Special Tax Allocation Fund to reimburse the Developer for Redevelopment Project Costs and the reason for the lack of funds is that the Developer or its 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 17, the term of this Agreement shall commence on the date of execution and end the earlier of payment to the Developer of Redevelopment Project Costs in an amount not to exceed Six Thousand Dollars (\$6,000.00) or December 31, 2028 (the "*Termination Date*").

Section 6. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the City in obtaining certified copies of all real estate tax bills for the Subject Property during the term of this Agreement.

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

The City shall have no obligations to pay 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 Project.

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 of such party's obligations to be performed under this Agreement, 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, wet soil 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 ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, 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.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 10. Developer 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, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof 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, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent or employee is hired by the Developer). The Developer shall, at its 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 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: Ryan Handel
Car Tunes 2.0
210 East Franklin Street
Mount Carroll, Illinois 61053

To the City: 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 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.

Section 16. No Discrimination and Prevailing Wage Act Compliance.

(a) The Developer, or its successors or assigns, agrees that with respect to the Project it 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, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

(b) *Prevailing Wage Act*

1. The Developer, its contactors and subcontractors shall be responsible to determine if the Project is a “public work” within the meaning of the Illinois Prevailing Wage Act (the “Act”) (820 ILCS 130/0.01 *et seq.*) requiring it to pay workers performing services on this Project no less than the “prevailing rate of wages” in the county where the work is performed. For information regarding the applicability of the Act contact your attorney or the Illinois Department of Labor (the “IDOL”). The IDOL makes the final determination of whether this Project is subject to the Act.

2. The Developer agrees to indemnify and hold harmless the municipality, its agents, officers and employees as provided for in this Redevelopment Agreement for any violation by the Developer or its contractors and subcontractors’ failure to comply with any provision of the Act if applicable.

Section 17. 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 any failure on the Developer’s 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 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, 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 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, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws.

(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 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. Any failure or delay by the Developer in asserting any of its 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 or 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 for any claim under or upon any obligation contained in this Agreement 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 pursuant to this Agreement; 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.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, 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 18. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the

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 Project.

Section 19. 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 on the above date at Mount Carroll, Illinois.

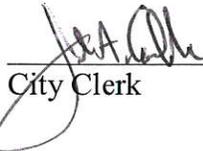
City of Mount Carroll, an Illinois municipal corporation

By:



Mayor

Attest:



City Clerk



Ryan Handel d/b/a Car Tunes 2.0

Exhibit A

Eligible Redevelopment Project Costs Schedule

Site preparation including excavation and foundation	\$11,168.00
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Exhibit B

REQUEST FOR REIMBURSEMENT

City of Mount Carroll
302 N. Main Street
Mount Carroll, Illinois 61053

Re: **Redevelopment Agreement, dated July 30, 2015, by and between the City of Mount Carroll, Carroll County, Illinois, and Ryan Handel d/b/a Car Tunes 2.0 (“Developer”)**

Dear Sir:

You are requested to disburse funds from the Special Tax Allocation Fund pursuant to Section 4(b) of 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. Amount to be disbursed: \$ _____;
2. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs of the Project detailed in Schedule 1 attached to this Request for Reimbursement.
3. The undersigned certifies that:
 - (i) the amount included in 1 above was necessary for the Project and was made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs identified in the Eligible Redevelopment Project Costs Schedule (Exhibit A), with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the amount of Redevelopment Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Section 4(b) of the Agreement does not exceed \$6,000.00.
 - (vi) 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.
4. 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.

Date: _____

Ryan Handel d/b/a Car Tunes 2.0

APPROVED:

City of Mount Carroll, an Illinois municipal corporation

Date: _____
