

CITY OF CARLYLE

ORDINANCE NO. 1546

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF CARLYLE, ILLINOIS AND KMN PROPERTIES,
LLC., IN CONNECTION WITH THE CITY'S REDEVELOPMENT PROJECT
AREA NO. 3

ADOPTED BY THE CITY COUNCIL
OF THE CITY OF CARLYLE

THIS 8 DAY OF February, 2016

Published in pamphlet form by authority of the City Council of the City of Carlyle,
Clinton County, Illinois, this 9 day of February, 2016.

CITY OF CARLYLE

ORDINANCE NO. 1546

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CARLYLE, ILLINOIS AND KMN PROPERTIES, LLC., IN CONNECTION WITH THE CITY'S REDEVELOPMENT PROJECT AREA NO. 3

WHEREAS, KMN Properties, LLC (the "Developer"), has submitted a proposal to the City of Carlyle, Illinois (the "Municipality"), for redevelopment of a part of the Municipality's redevelopment project area (as initially designated December 14, 1998, as supplemented and amended, the "(Redevelopment Project Area)"); and thereafter, the Municipality and the Developer have engaged in negotiations related to a Redevelopment Agreement (including all exhibits and attachments therewith, the "Redevelopment Agreement") concerning redevelopment incentives and assistance related to the preservation, development and redevelopment of a part of the Redevelopment Project Area.

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

Section 1. **Approval.** The Redevelopment Agreement, in substantially the form thereof presented before the meeting of the City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Redevelopment Agreement for and on behalf of the Municipality; and upon the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of

related supplemental options, certificates, agreements and instruments not inconsistent with the Redevelopment Agreement, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement Upon full execution thereof, the Redevelopment Agreement is to be attached to this ordinance as Exhibit "A".

Section 2. **Bid Waiver.** Pursuant to Section 8-9-1 of the Illinois Municipal Code bidding requirements, if any, related to the Redevelopment Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable laws related to the Redevelopment Agreement, including without limitation the Prevailing Wage Act.

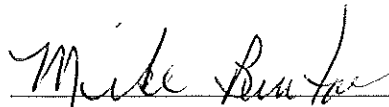
Section 3. **Effective.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed this 8 day of February, 2016, by the Mayor and City Council of the City of Carlyle, Clinton County, Illinois, and deposited and filed in the office of the City Clerk in said City on that date.


JANINE EHLERS
CITY CLERK
CARLYLE, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Scott Diekemper	✓				
Jason Edwards	✓				
Brenda Johnson	✓				
Kent Newkirk	✓				
Donald Perez	✓				
Jeff Taylor	✓				
Jeremy Weh	✓				
Judy Smith	✓				

Approved by the Mayor of the City of Carlyle, Clinton County, Illinois, this
8 day of February, 2016.


 MIKE BURTON, MAYOR
 CARLYLE, ILLINOIS

Attest:


 JANINE EHLERS
 CITY CLERK
 CARLYLE, ILLINOIS

**KMN PROPERTIES, LLC
REDEVELOPMENT AGREEMENT**

This redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of February 8, 2016, by and between the City of Carlyle, Illinois, an Illinois municipal corporation, and KMN Properties, LLC.

RECITALS

- A. On June 26, 2006, in accordance with the TIF Act, the City of Carlyle approved ordinances adopting tax increment financing and the Carlyle West Tax Increment Financing Plan and Project, also known as the Carlyle TIF #3.
- B. The City Council, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee": a fee to be paid by the Developer to the City for the creation and administration of this Redevelopment Agreement and all matters related to the context of this Agreement. The Administration Fee will be a one-time payment of \$7,000. The Administration Fee is to be paid by the Developer, to the City, prior to the issuance of the first reimbursement payment from the City to the Developer. This fee may be deducted from the Developer's Share until a time at which the Administration Fee has been paid in full.

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

"City": The City of Carlyle, Clinton County, Illinois, a statutory City of Clinton County, and a

political subdivision of the State of Illinois.

“City Council”: The City Council of the City of Carlyle, Illinois.

“Commencement Date”: means the commencement of payments by the City; that date in no event to be earlier than January 1, 2017.

“Construction Plans”: Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“Developer”: KMN Properties, LLC

“Developer’s Portion of the Redevelopment Project”: The development of property for use as a residential subdivision. Development including, but not limited to, all the necessary site preparation, utility installations, and infrastructure improvements needed to support a 159 lot subdivision; all to be used for activities in accordance with the Redevelopment Plan.

“Developer’s Share”: Means, on or after Commencement Date, **70% of the Net TIF Revenues generated by the Property and received by the City with the total reimbursed amount not to exceed \$1,000,000**, or a total of all Eligible Redevelopment Project Costs, whichever is less. The City will engage in this rebate for no longer than the natural life of the TIF District, of which is set to expire in 2029, and will not reimburse the Developer for any TIF Revenues collected after the tax period ending April 30, 2029, regardless of the amount reimbursed prior to that time period. Monies are to be paid from the Special Allocation Fund, Carlyle West Tax Increment Financing Project Area (TIF #3). The first payment of the Developer’s Share is subject to the deduction of an Administration Fee.

“Eligible Redevelopment Projects Costs”: Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) as determined by the City, in the City’s sole discretion.

“Property”: That property to be used by Developer as more generally defined as being located north and south of the intersection of Old State Road and Rose Lane on the west side of the City of Carlyle, Illinois 62239 and described more fully in **Appendix A – Project Location, and Appendix B – Project Parcels**.

“Redevelopment Area”: A certain area of the City of Carlyle known as the “Carlyle West Redevelopment Project Area”, also known as TIF #3.

“Redevelopment Plan”: A plan entitled “Carlyle West Redevelopment Project Area Tax Increment Financing Redevelopment Plan” which was approved on June 26, 2006, and as from time to time amended.

"Redevelopment Project": Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Special Allocation Fund": The Special Allocation Fund, Carlyle West Tax Increment Financing Project Area. (TIF #3)

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Carlyle Tax Increment Financing Project Area #1) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of Clinton, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to prepare the Property for, and to implement the portion of, the Redevelopment Project set forth in Section 2.1.a. below, including but not limited to, all the necessary site preparation, utility installation, and infrastructure improvements needed to support a 159 lot residential subdivision; all to be used for activities in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings. The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The construction of all the necessary site preparation, utility installation, and infrastructure improvements needed to support a 159 lot residential subdivision development; all to be used for activities in accordance with the Redevelopment Plan.

2.2 City Undertaking. The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the

Concept Plan, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of Redevelopment Project Costs

5.1 Requests for Payment of Redevelopment Project Costs The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 1 - Request for Payment of Redevelopment Project Costs**. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes attributable to the Property are paid in full and to date and that all sales tax owed to the City of Carlyle paid in full.

5.2 City's Determination of Payment of Redevelopment Project Costs The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request.

5.3 Payment of Redevelopment Project Costs Within 30 days of approval of any Request, the City shall pay the Developer for such approved Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$1,000,000.00 in payments from the Special Allocation Fund or a total of all Eligible Redevelopment Project Costs, whichever is less; (iii) the payment time period described in the "Developer's Share" is reached; (iv) the date the Carlyle Tax Increment Financing Area #1 expires.

In the event the Developer defaults on the obligations indicated within this agreement within 5 years from the execution of this Agreement, the Developer shall return to the City a sum of 20% of the total amount of increment granted from the City to the Developer for every year of the first five years of this Agreement in which obligations are not met. If a default occurs within one (1) year of the signing of this Agreement, the Developer will return 100% to the City. If a default occurs between one (1) year and two (2) years from the signing of this Agreement, the Developer will return 80% to the City. If a default occurs between two (2) years and three (3) years from the signing of this Agreement, the Developer will return 60% to the City. If a default occurs between three (3) years and four (4) years from the signing of this Agreement, the Developer will return 40% to the City. If a default occurs between four (4) years and five (5) years

from the signing of this Agreement, the Developer will return 20% to the City.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify under Section 11-74.4-3 (q) (3) as determined by the City. The Developer shall, at the City's request, provide (a) itemized invoices, receipts or other information, if any, requested by the City to confirm that any such costs are so incurred and do so qualify, and (b) an opinion of counsel to the Developer that such cost is eligible for reimbursement under the TIF Act.

5.5 City's Obligations Limited to Special Allocation Fund Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$1,000,000.00 should the Work be completed. This agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

1) In the case of the Developer, to:

KMN Properties, LLC
Attn: Duane Nordike
1551 Washington St.
Carlyle, Illinois 62231

(ii) In the case of the City, to:

City of Carlyle
Attn: Mayor Mike Burton
850 Franklin Street
Carlyle, Illinois 62231

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or

indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property Work due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the

Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and attorneys fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Plan or Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, attorney's fees, and costs and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City The City represents and warrants that:

(a) Organization and Authority The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement

will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City.

13. Representations of the Developer The Developer represents and warrants that:

(a) Organization and Authority The Developer (i) is duly organized under the laws of the State of Illinois and is in good standing under the laws of the State of Illinois, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Developer has been authorized by all necessary corporate action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.


14. Inspection The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof.
15. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
16. Entire Agreement; Amendment The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
17. Entire Agreement; Voiding The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$1,000,000.00, or a total of the Eligible Redevelopment Project Costs, whichever is less, in payments from the Sub account; (ii) the date the Carlyle West Tax Increment Financing Area (TIF #3) expires or, should a TIF extension occur, the date at which the natural life of the TIF expires.
18. Prevailing Wage The Illinois Department of Labor (“IDOL”) takes the position as a matter of its enforcement policy that the construction of the Project under this Agreement is subject to the provisions of the Prevailing Wage Act. The Prevailing Wage Act requires all contractors and subcontractors performing work on the Project to comply with all requirements of the Prevailing Wage Act, including, but not limited to, the obligation to pay laborers, workers and mechanics no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) and to comply with all notice, record keeping and monthly filing duties. The Developer agrees to assume all responsibility for compliance with the Prevailing Wage Act under this Agreement in connection with any enforcement thereof by IDOL.
19. Severability In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
20. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer’s obligations is first obtained in writing.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.


"CITY"

CITY OF CARLYLE, ILLINOIS

(SEAL)

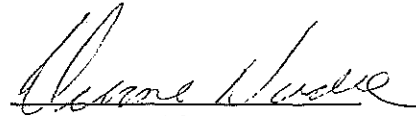

Mayor
The Honorable Mike Burton

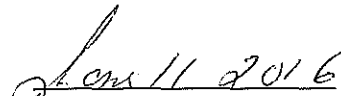
Attest:


City Clerk

"DEVELOPER"

KMN Properties, LLC


Duane Nordike

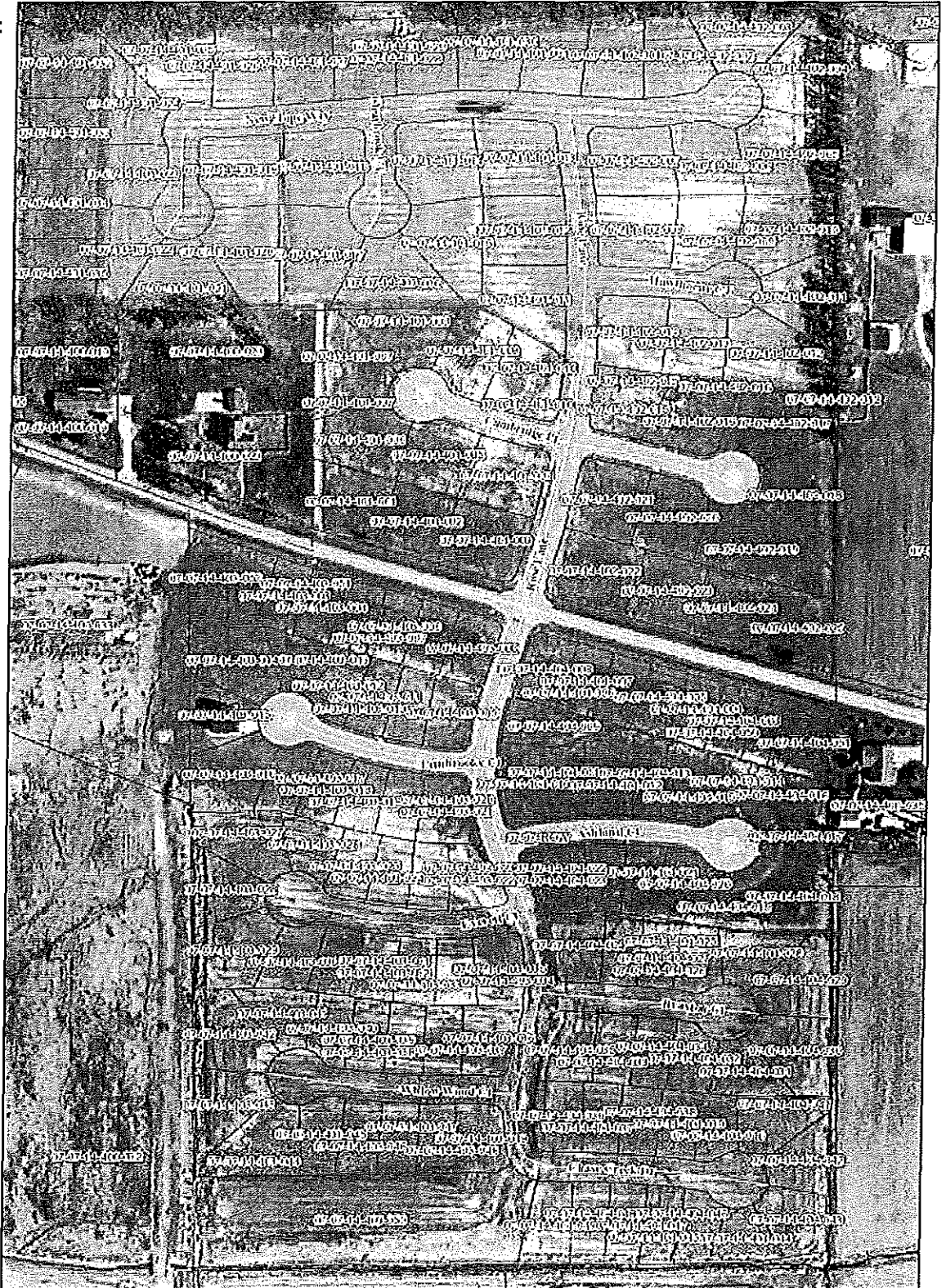

Date:

APPENDIX A

PROJECT LOCATION

Approximate Project Location: Northern and southern properties at the intersection of Old St. Road and Rose Lane on the west side of the City.

Parcel Map:



APPENDIX B

PROJECT PARCELS

07-07-14-401-001	07-07-14-401-033	07-07-14-403-005	07-07-14-403-037	07-07-14-404-019
07-07-14-401-002	07-07-14-401-034	07-07-14-403-006	07-07-14-403-038	07-07-14-404-020
07-07-14-401-003	07-07-14-401-035	07-07-14-403-007	07-07-14-403-039	07-07-14-404-021
07-07-14-401-004	07-07-14-402-001	07-07-14-403-008	07-07-14-403-040	07-07-14-404-022
07-07-14-401-005	07-07-14-402-002	07-07-14-403-009	07-07-14-403-041	07-07-14-404-023
07-07-14-401-006	07-07-14-402-003	07-07-14-403-010	07-07-14-403-042	07-07-14-404-024
07-07-14-401-007	07-07-14-402-004	07-07-14-403-011	07-07-14-403-043	07-07-14-404-025
07-07-14-401-008	07-07-14-402-005	07-07-14-403-012	07-07-14-403-044	07-07-14-404-026
07-07-14-401-009	07-07-14-402-006	07-07-14-403-013	07-07-14-403-045	07-07-14-404-027
07-07-14-401-010	07-07-14-402-007	07-07-14-403-014	07-07-14-403-046	07-07-14-404-028
07-07-14-401-011	07-07-14-402-008	07-07-14-403-015	07-07-14-403-047	07-07-14-404-029
07-07-14-401-012	07-07-14-402-009	07-07-14-403-016	07-07-14-403-048	07-07-14-404-030
07-07-14-401-013	07-07-14-402-010	07-07-14-403-017	07-07-14-403-049	07-07-14-404-031
07-07-14-401-014	07-07-14-402-011	07-07-14-403-018	07-07-14-403-050	07-07-14-404-032
07-07-14-401-015	07-07-14-402-012	07-07-14-403-019	07-07-14-403-051	07-07-14-404-033
07-07-14-401-016	07-07-14-402-013	07-07-14-403-020	07-07-14-403-052	07-07-14-404-034
07-07-14-401-017	07-07-14-402-014	07-07-14-403-021	07-07-14-404-003	07-07-14-404-035
07-07-14-401-018	07-07-14-402-015	07-07-14-403-022	07-07-14-404-004	07-07-14-404-036
07-07-14-401-019	07-07-14-402-016	07-07-14-403-023	07-07-14-404-005	07-07-14-404-037
07-07-14-401-020	07-07-14-402-017	07-07-14-403-024	07-07-14-404-006	07-07-14-404-038
07-07-14-401-021	07-07-14-402-018	07-07-14-403-025	07-07-14-404-007	07-07-14-404-039
07-07-14-401-022	07-07-14-402-019	07-07-14-403-026	07-07-14-404-008	07-07-14-404-040
07-07-14-401-023	07-07-14-402-020	07-07-14-403-027	07-07-14-404-009	07-07-14-404-041
07-07-14-401-024	07-07-14-402-021	07-07-14-403-028	07-07-14-404-010	07-07-14-404-042
07-07-14-401-025	07-07-14-402-022	07-07-14-403-029	07-07-14-404-011	07-07-14-404-043
07-07-14-401-026	07-07-14-402-023	07-07-14-403-030	07-07-14-404-012	07-07-14-404-044
07-07-14-401-027	07-07-14-402-024	07-07-14-403-031	07-07-14-404-013	07-07-14-404-045
07-07-14-401-028	07-07-14-402-025	07-07-14-403-032	07-07-14-404-014	07-07-14-404-046
07-07-14-401-029	07-07-14-403-001	07-07-14-403-033	07-07-14-404-015	07-07-14-404-047
07-07-14-401-030	07-07-14-403-002	07-07-14-403-034	07-07-14-404-016	07-07-14-404-048
07-07-14-401-031	07-07-14-403-003	07-07-14-403-035	07-07-14-404-017	07-07-14-404-049
07-07-14-401-032	07-07-14-403-004	07-07-14-403-036	07-07-14-404-018	

159 Total