

REDEVELOPMENT AGREEMENT
by and between
CITY of MONMOUTH
and
MIDWESTERN PET FOODS/TWO BROTHERS PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2024 by and between the **CITY OF MONMOUTH** (City), an Illinois Home Rule Municipal Corporation, Warren County, Illinois, and **MIDWESTERN PET FOODS/TWO BROTHERS PROPERTY**, a business owner (“Developer”).

The parties acknowledge and agree that:

The Property is commonly referred to as 617 South D Street, Monmouth, Illinois and is currently further identified by real estate parcel identification (PIN) number 09-042-099-00 being situated within the Main Street TIF District;

The Developer agrees to replace the roof and construct insulated roof structures conditioned upon the availability of TIF incentives provided by the City, with an investment of approximately \$535,655.

The Developer requested that TIF incentives for the Redevelopment Project be provided by the City from incremental increases in real estate taxes from this property to the City generated from this Redevelopment Project, and the City has agreed to such TIF incentives.

The City has agreed to reimburse the Developer a sum not to exceed **Five Hundred Thirty-Five Thousand Six Hundred Fifty-Five and No/100 Dollars (\$535,655.00)** from the Monmouth Main Street TIF district Special Tax Allocation Fund for the Developer’s TIF eligible costs.

The City has created a Tax Increment Financing District known as the “Monmouth Main Street TIF District” which includes this Property, and has approved certain Redevelopment Project Costs. The City agrees that it will not revoke or amend the Redevelopment Project Area or any of the ordinances adopted by the City relating to the Redevelopment Project Area, the Developer’s Redevelopment Project or this Agreement if such revocation or amendment would prevent or materially impair the development of the Developer’s Redevelopment Project by the Developer or interfere with the reimbursement by the City of the Developer’s Estimated TIF eligible costs in accordance with this Agreement.

INCENTIVE

The City agrees to reimburse the Developer **Ninety-Five Percent (95%)** of the annual “net” incremental increase in real estate tax revenues derived from the following tax parcels owned by the Developer (09-042-099-00, 09-042-102-00, 09-220-063-00) for reimbursement of the Developer’s Estimated TIF eligible costs. These funds will be allocated to and when collected shall be paid to the City Treasurer for deposit in a separate account within the Special Tax

Allocation Fund for the TIF District designated as the **“MIDWESTERN PET FOODS Special Account”** (the “Special Account”). All monies deposited in the Special Account shall be used exclusively by the City for the purposes set forth in this Agreement.

Developer agrees to remove and replace 7,500 square feet of the existing roof at its kibble plant and install a drop ceiling for food safety measures during construction of the project, in compliance with all applicable City codes and ordinances.

PAYMENT OF TIF ELIGIBLE COSTS

The Developer agrees to submit photocopies of verified paid invoices and accompanying proof of payment of said invoices for TIF eligible costs to the City. The City shall review all such documentation submitted and notify the Developer of its acceptance or request additional verification of costs as deemed necessary to adequately document the amount of TIF eligible costs expended on said redevelopment project. All TIF eligible costs approved shall then be paid by the City from the Special Account to the Developer to reimburse approved TIF eligible costs annually. The Developer shall provide to the City copies of all PAID real estate tax bills, annually, for the Property.

If a refund of tax increment is potentially due from the City’s TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer’s share of any such possible refund from future reimbursements calculated to be paid to the Developer under this Agreement. Any funds withheld by the City shall be deposited by it into a separate interest-bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

LIMITED OBLIGATION

The City’s obligation hereunder to pay Developer for TIF eligible costs is a limited obligation to be paid solely from the Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against the City’s general credit or taxing power.

LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER’S EXPENSES

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

ASSIGNMENT

The Developer may assign the TIF payments upon written notice to the City and the City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld. No such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

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.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court of **Warren County, Illinois**.

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

CITY OF MONMOUTH, ILLINOIS, an
Illinois Home Rule Municipal Corporation

**MIDWESTERN PET FOODS/TWO BROTHERS
PROPERTY**

BY:

BY:

Mayor, City of Monmouth

Stewart Riske, Plant Manager

ATTEST:

ATTEST:

City Clerk, City of Monmouth

Toby Livingston, Accounts Payable Specialist