

2023 AGREEMENT  
FOR  
PREPARATION OF ANNUAL REPORT AND OTHER  
ADMINISTRATION SERVICES BY AND BETWEEN THE

Agreed to  
at 11-14-22  
meeting

**CITY OF SHAWNEETOWN AND THE SOUTHEASTERN ILLINOIS REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION**

THIS AGREEMENT, made this 14<sup>th</sup> day of Nov, 20 22, by and between the **CITY OF SHAWNEETOWN** (hereinafter referred to as the CITY) and the Southeastern Illinois Regional Planning and Development Commission (hereinafter referred to as the COMMISSION) is for the provision of management and administrative assistance in connection with the CITY's single purpose Tax Increment Financing - Program (TIF).

**WITNESSTH:**

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

Section A - Administrative Services (COMMISSION Responsibilities)

It expressly implied and understood between the parties to this agreement that upon formal acceptance and approval of the TIF designation, the COMMISSION shall furnish the CITY the following types of administrative services in order to aid officials in the proper development and timely submission of related TIF requirements.

Such assistance shall include the following services:

- The COMMISSION shall, on behalf of the CITY, establish proper annual reporting procedures.

Section B - Compensation for Administrative Services (CITY's Responsibilities)

The CITY shall, from the administrative allocations contained in its aforementioned TIF District funds, compensate the COMMISSION for such grant management and administrative services in an amount not to exceed \$1,500 on an annual basis.

The COMMISSION may draw upon these funds by executing a fund request voucher signed by the Executive Director of the COMMISSION.

Section C - Contract Execution Provisions

This agreement shall become effective upon the date of its execution by representatives of the CITY and the COMMISSION and shall remain in force until such time as the CITY is released of its grant management responsibilities by the TIF designation. This agreement may be terminated by either of the participating parties by providing the other party with written notification sixty (60) days in advance of the proposed date of termination, and by specifying reasonable cause(s) for such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the COMMISSION under this contract shall, at the option of the CITY, become its property and the COMMISSION shall be entitled to receive just and equitable compensation for work satisfactorily completed.



The CITY may, from time to time, request changes in the scope of the services to be performed by the COMMISSION under this contract. Such changes, including an increase or decrease in the amount of the COMMISSION's compensation, which are mutually agreed upon by and between the CITY and the COMMISSION shall be made.

None of the work or services covered by this contract shall be subcontracted by the COMMISSION without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified via a written contract agreement and shall be subject to each provision of this contract.

The COMMISSION shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds. These records will be made available for audit purposes and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the CITY.

Relative to the provisions of Executive Order 11246 (for contracts of \$10,000 or less), the COMMISSION agrees that during the performance of its contractual responsibilities:

- It will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The COMMISSION will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The COMMISSION will, in all solicitation or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- The COMMISSION will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Relative to the provisions of Section 503 of the Rehabilitation Act of 1973 which addresses affirmative action measures for the employment of handicapped workers, the COMMISSION agrees that it will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The COMMISSION further agrees to treat qualified physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Relative to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, the COMMISSION agrees that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Relative to the provisions contained in Section 402 (if 10,000 or over) which addresses the need for affirmative action measures for the employment of disabled veterans and veterans of the Vietnam era, the COMMISSION agrees that it will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The COMMISSION further agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the



Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The COMMISSION also agrees that all suitable employment openings of the agency which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the COMMISSION other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the Illinois Job Service system wherein the opening occurs. The COMMISSION further agrees to provide such reports to such local office regarding employment openings and hiring as may be required.

In an attempt to avoid any real or perceived "conflict of interest" no member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the COMMISSION shall take appropriate steps to assure such compliance. Furthermore, no member of the governing body of any other government and no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest (direct or indirect) in this contract; and the COMMISSION shall take appropriate steps to assure such compliance.

Finally, the COMMISSION covenants that it presently has no interest and shall not acquire interest (direct or indirect) in the jurisdiction in question or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services specified herein. The COMMISSION further covenants that in the performance of this contract no person having any such interest shall be employed by the agency.

Southeastern Illinois Regional  
Planning and Development Commission

City of Shawneetown

By: \_\_\_\_\_  
Alene Carr  
Executive Director

By: \_\_\_\_\_  
David Barker  
Mayor

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



FY 2022  
ANNUAL TAX INCREMENT FINANCE  
REPORT



STATE OF ILLINOIS  
COMPTROLLER  
SUSANA A. MENDOZA

Name of Municipality: City of Shawneetown Reporting Fiscal Year: 2022  
County: Gallatin Fiscal Year End: 4/30/2022  
Unit Code: 030/040/030

**FY 2022 TIF Administrator Contact Information-Required**

First Name: Alene Last Name: Carr  
Address: PO Box 606, 230 West Poplar Street Title: Executive Director, SIRP&DC  
Telephone: 618-252-7463 City: Harrisburg Zip: 62946  
E-mail: acarr@sirpdc.org

I attest to the best of my knowledge, that this FY 2022 report of the redevelopment project area(s)  
in the **City/Village of: Shawneetown**  
is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Alene Carr 10/27/2022  
Written signature of TIF Administrator Date

**Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)\*)**

**FILL OUT ONE FOR EACH TIF DISTRICT**

Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
City of Shawneetown	2/14/2007	n/a

\*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2022

Name of Redevelopment Project Area: **Shawneetown**

Input name here (name of redevelopment project area will auto-populate on each page)

<b>Primary Use of Redevelopment Project Area*:</b>	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
<b>If "Combination/Mixed" List Component Types:</b>	
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	<input type="checkbox"/>

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment (labeled Attachment A).</b>	X	
For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).</b>		
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification (labeled Attachment B).</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion (labeled Attachment C).</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement (labeled Attachment D).</b>	X	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) (labeled Attachment E).</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information (labeled Attachment F).</b>	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).</b>	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report (labeled Attachment H).</b>		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose the list only, not actual agreements (labeled Attachment M).</b>	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</b>	X	



**SECTION 3.1** [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)] and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2022

Name of Redevelopment Project Area: **Shawneetown**

*Input name here (name of redevelopment project area will auto-populate on each page)*

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 244,334

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 177,616	\$ 1,542,591	100%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 18		0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

— All Amount Deposited in Special Tax Allocation Fund \$ 177,634

Cumulative Total Revenues/Cash Receipts \$ 1,542,591 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 218,140

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 218,140

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (40,506)

Previous Year Adjustment (Explain Below) \$ -

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 203,828

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

Previous Year Explanation:

**SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]**

FY 2022

Name of Redevelopment Project Area: **Shawneetown**

Input name here (name of redevelopment project area will auto-populate on each page)

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
PAGE 1**

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Economic Development	16,346	
		\$ 16,346
2. Annual administrative cost.		
Admin Fees	1,500	
		\$ 1,500
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
Capital Outlays	200,294	
		\$ 200,294
6. Costs of the construction of public works or improvements.		
		\$ -



**SECTION 3.2 A**  
**PAGE 3**

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 218,140</b>



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

FY 2022

Name of Redevelopment Project Area: Shawneetown

Input name here (name of redevelopment project area will auto-populate on each page)

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

FUND BALANCE BY SOURCE

\$	203,828
----	---------

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
<b>Total Amount Designated for Obligations</b>	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
<b>Total Amount Designated for Project Costs</b>		\$ -

**TOTAL AMOUNT DESIGNATED** \$ -

**SURPLUS/(DEFICIT)** \$ 203,828

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

FY 2022

Name of Redevelopment Project Area: Shawneetown

Input name here (name of redevelopment project area will auto-populate on each page)

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

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
--	--

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

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

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

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

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 [20 ILCS 620/4.7 (7)(F)]**

FY 2022

Name of Redevelopment Project Area: Shawneetown

*Input name here (name of redevelopment project area will auto-populate on each page)*

**PAGE 1**

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

**Select ONE of the following by indicating an 'X':**

1. <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	X
--	---

2. The Municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	
---	--

2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	
--	--

**LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:**

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

**Project 1 Name:**

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

**Project 2 Name:**

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

**Project 3 Name:**

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

**Project 4 Name:**

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

**Project 5 Name:**

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

**Project 6 Name:**

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



**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2022

Name of Redevelopment Project Area: **Shawneetown**

Input name here (name of redevelopment project area will auto-populate on each page)

**SECTION 6.1-**For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

**SECTION 6.2-**For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement	The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement

**SECTION 6.3-**For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

The amount of increment projected to be created at the time of approval of the redevelopment agreement	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement

**SECTION 6.4-**For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, if any:

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2022

Name of Redevelopment Project Area: **Shawneetown**

**Input name here (name of redevelopment project area will auto-populate on each page)**

Provide a general description of the redevelopment project area using only major boundaries.

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	
Map of District	

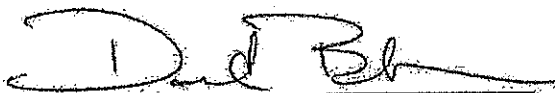


CITY OF SHAWNEETOWN  
P.O. BOX 227  
SHAWNEETOWN, IL 62984  
618-269-3253

October 25, 2022

Certification of Chief Executive Officer

To the best of my knowledge, with regard to Tax Increment Financing, the undersigned, David Barker as Mayor, hereby certifies that the City of Shawneetown has deposited all real estate tax increment into the Special Allocation Fund for the City. Those funds have been expended solely for Cost Eligible Expenses as defined by "the Act". Furthermore, the City of Shawneetown, Illinois has complied with this and all other requirements of the Tax Increment Financing Legislation for said City's fiscal year ending April 30, 2022.

A handwritten signature in black ink, appearing to read "David Barker", written over a horizontal line.

David Barker  
Mayor  
City of Shawneetown

TAMMI N. JACKSON, ATTORNEY AT LAW

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October 28, 2022

Illinois State Comptroller  
Local Government Division  
100 West Randolph Street  
Suite 15-500  
Chicago, IL 60601

RE: City of Shawneetown, Illinois  
TIF Report for Fiscal Year Ending April 30, 2022

Dear Sir or Madam:

This will confirm that I am the City Attorney for the City of Shawneetown, Illinois. I have reviewed all information provided to me by the Mayor and City Clerk, and to the best of my knowledge and belief, find that the City of Shawneetown has substantially conformed with all of the applicable provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. for the fiscal year ending April 30, 2022, subject to the paragraph below.

The City of Shawneetown has not provided reimbursement for property taxes paid during the fiscal year because there was a controversy in litigation about what entity was entitled to payment as owner/developer of the property that is the subject matter of the TIF Agreement. The original owner/developer sold the property subject matter of the TIF Agreement and both the former owner and the new owner made claims for reimbursement. That issue has now been worked through the Gallatin County Circuit Court. The City of Shawneetown has the funds to pay said reimbursement and I am in the process of working out some issues with opposing counsel and expect the funds will be paid within the next 30 days.

Respectfully,



Tammi N. Jackson

cc: David Barker, Mayor  
Alene Carr, SIRPDC

2022 AGREEMENT  
FOR  
PREPARATION OF ANNUAL REPORT AND OTHER  
ADMINISTRATION SERVICES BY AND BETWEEN THE

**CITY OF SHAWNEETOWN AND THE SOUTHEASTERN ILLINOIS REGIONAL  
PLANNING AND DEVELOPMENT COMMISSION**

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THIS AGREEMENT, made this 8<sup>th</sup> day of Nov., 2021, by and between the **CITY OF SHAWNEETOWN** (hereinafter referred to as the CITY) and the Southeastern Illinois Regional Planning and Development Commission (hereinafter referred to as the COMMISSION) is for the provision of management and administrative assistance in connection with the CITY's single purpose Tax Increment Financing - Program (TIF).

**WITNESSTH:**

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Such assistance shall include the following services:

- The COMMISSION shall, on behalf of the CITY, establish proper annual reporting procedures.

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The CITY shall, from the administrative allocations contained in its aforementioned TIF District funds, compensate the COMMISSION for such grant management and administrative services in an amount not to exceed \$1,500 on an annual basis.

The COMMISSION may draw upon these funds by executing a fund request voucher signed by the Executive Director of the COMMISSION.

Section C - Contract Execution Provisions

This agreement shall become effective upon the date of its execution by representatives of the CITY and the COMMISSION and shall remain in force until such time as the CITY is released of its grant management responsibilities by the TIF designation. This agreement may be terminated by either of the participating parties by providing the other party with written notification sixty (60) days in advance of the proposed date of termination, and by specifying reasonable cause(s) for such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the COMMISSION under this contract shall, at the option of the CITY, become its property and the COMMISSION shall be entitled to receive just and equitable compensation for work satisfactorily completed.

The CITY may, from time to time, request changes in the scope of the services to be performed by the COMMISSION under this contract. Such changes, including an increase or decrease in the amount of the COMMISSION's compensation, which are mutually agreed upon by and between the CITY and the COMMISSION shall be made.

None of the work or services covered by this contract shall be subcontracted by the COMMISSION without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified via a written contract agreement and shall be subject to each provision of this contract.

The COMMISSION shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds. These records will be made available for audit purposes and will be retained for three years after the expiration of this contract unless permission to destroy them is granted by the CITY.

Relative to the provisions of Executive Order 11246 (for contracts of \$10,000 or less), the COMMISSION agrees that during the performance of its contractual responsibilities:

- It will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The COMMISSION will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The COMMISSION will, in all solicitation or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- The COMMISSION will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Relative to the provisions of Section 503 of the Rehabilitation Act of 1973 which addresses affirmative action measures for the employment of handicapped workers, the COMMISSION agrees that it will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The COMMISSION further agrees to treat qualified physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Relative to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, the COMMISSION agrees that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Relative to the provisions contained in Section 402 (if 10,000 or over) which addresses the need for affirmative action measures for the employment of disabled veterans and veterans of the Vietnam era, the COMMISSION agrees that it will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The COMMISSION further agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the

Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The COMMISSION also agrees that all suitable employment openings of the agency which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the COMMISSION other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the Illinois Job Service system wherein the opening occurs. The COMMISSION further agrees to provide such reports to such local office regarding employment openings and hiring as may be required.

In an attempt to avoid any real or perceived "conflict of interest" no member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercise any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the COMMISSION shall take appropriate steps to assure such compliance. Furthermore, no member of the governing body of any other government and no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest (direct or indirect) in this contract; and the COMMISSION shall take appropriate steps to assure such compliance.

Finally, the COMMISSION covenants that it presently has no interest and shall not acquire interest (direct or indirect) in the jurisdiction in question or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services specified herein. The COMMISSION further covenants that in the performance of this contract no person having any such interest shall be employed by the agency.

Southeastern Illinois Regional  
Planning and Development Commission

By: Alene Carr  
Alene Carr  
Executive Director

Attest: \_\_\_\_\_

Date: 11-8-2021

City of Shawneetown

By: David Barker  
David Barker  
Mayor

Attest: \_\_\_\_\_

Date: 11-08-2021



SHAWNEETOWN CITY COUNCIL  
REGULAR MEETING  
JUNE 13, 2022

TIF MEETING

Meeting called to order at 6:00 P.M. by president Brandon Vickery, others present were Mayor David Barker, Steve Wood and clerk Vicki Walker  
Steve Wood second the opening of the meeting.

Discussion of the TIF money still remaining and it was determined that there is some maintenance that needs to be done with trimming of bushes, and the Legence Bank Property needs to establish what their property line is as the mowers are not sure where that is at this time.

Motion to adjourn by David Barker second by Steve Wood and adjourned at 6:15 P.M.

**CITY OF SHAWNEETOWN  
P.O. BOX 227  
SHAWNEETOWN IL 62984  
(618)269-3253**

E-MAIL ADDRESS: [cityofshawneetown@gmail.com](mailto:cityofshawneetown@gmail.com)

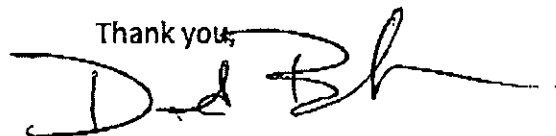
June 1, 2022

Re: TIF mandatory meeting

To: Mayor David Barker  
Alderman Brandon Vickery  
Alderman Steve wood

Please try to attend the meeting that will be held at 6:00 P.M. the first few minutes of the regularly scheduled meeting.

Thank you,

A handwritten signature in black ink, appearing to read 'D. Barker', with a long horizontal flourish extending to the right.

David Barker  
City of Shawneetown  
PO Box 227  
Shawneetown, IL 62984

**City of Shawneetown**  
**Gallatin County, Illinois**  
**Governmental Funds**  
**Balance Sheet**  
**April 30, 2022**

	General Fund	TIF Fund	Other Governmental Funds	Total
<b>Assets</b>				
Cash	\$ 538,505	\$203,828	\$ 223,685	\$ 966,018
Receivables, net	89,407	-	4,088	93,495
Prepaid expense	38,418	-	-	38,418
<b>Total assets</b>	<u>\$ 666,330</u>	<u>\$203,828</u>	<u>\$ 227,773</u>	<u>\$ 1,097,931</u>
<b>Liabilities</b>				
Accounts payable	\$ 3,890	\$ -	\$ -	\$ 3,890
Unearned revenue	46,623	-	-	46,623
<b>Total liabilities</b>	<u>50,513</u>	<u>-</u>	<u>-</u>	<u>50,513</u>
<b>Fund Balances</b>				
Nonspendable - prepaid	38,418	-	-	38,418
Restricted for:				
General government	116,614	-	-	116,614
Highways and streets	31,478	-	201,536	233,014
Economic development	-	203,828	-	203,828
Public safety	138,624	-	2,383	141,007
Culture and recreation	63,387	-	23,854	87,241
Unassigned	227,296	-	-	227,296
<b>Total fund balances</b>	<u>615,817</u>	<u>203,828</u>	<u>227,773</u>	<u>1,047,418</u>
<b>Total liabilities and fund balances</b>	<u>\$ 666,330</u>	<u>\$203,828</u>	<u>\$ 227,773</u>	<u>\$ 1,097,931</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**City of Shawneetown**  
**Gallatin County, Illinois**  
**Governmental Funds**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the Year Ended April 30, 2022**

	General Fund	TIF Fund	Nonmajor Governmental Funds	Total
Revenues				
Property taxes	\$ 79,595	\$177,616	\$ 23,608	\$ 280,819
Intergovernmental	560,746	-	83,574	644,320
Charges for services	21,819	-	360	22,179
Interest	137	18	396	551
Miscellaneous	71,502	-	10,196	81,698
Total revenues	<u>733,799</u>	<u>177,634</u>	<u>118,134</u>	<u>1,029,567</u>
Expenditures				
Current:				
General government	371,014	-	-	371,014
Public safety	245,913	-	-	245,913
Culture and recreation	-	-	32,789	32,789
Highways and streets	53,195	-	44,311	97,506
Economic development	-	17,846	-	17,846
Debt service				
Principal	-	-	7,344	7,344
Interest	-	-	9,588	9,588
Capital outlay	-	200,294	-	200,294
Total expenditures	<u>670,122</u>	<u>218,140</u>	<u>94,032</u>	<u>982,294</u>
Excess of revenues over (under) expenditures	<u>63,677</u>	<u>(40,506)</u>	<u>24,102</u>	<u>47,273</u>
Other financing sources (uses)				
Transfers in	18,000	-	-	18,000
Transfers out	-	-	-	-
Total other financing sources (uses)	<u>18,000</u>	<u>-</u>	<u>-</u>	<u>18,000</u>
Net change in fund balances	81,677	(40,506)	24,102	65,273
Fund balances- beginning	<u>534,140</u>	<u>244,334</u>	<u>203,671</u>	<u>982,145</u>
Fund balances - ending	<u>\$615,817</u>	<u>\$203,828</u>	<u>\$ 227,773</u>	<u>\$1,047,418</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**City of Shawneetown**  
**Gallatin County, Illinois**  
**Schedule of Revenues, Expenditures, and Changes in Fund Balance –**  
**Budget and Actual – TIF Fund**  
**For the Year Ended April 30, 2022**

	<u>Original and Final Budget</u>	<u>Actual</u>
Revenues:		
Taxes:		
Property tax	\$ 178,197	\$ 177,616
Interest	-	18
Total revenues	<u>178,197</u>	<u>177,634</u>
Expenditures:		
Current:		
Economic development:		
Property taxes	-	2,646
Contract labor	-	1,000
Repairs and maintenance	-	12,200
Legal and professional fees	-	1,980
Miscellaneous	-	20
Capital outlay	150,000	200,294
Total expenditures	<u>150,000</u>	<u>218,140</u>
Excess of revenues over (under) expenditures	<u>28,197</u>	<u>(40,506)</u>
Other financing sources (uses)		
Transfers in	-	-
Transfers out	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 28,197</u>	(40,506)
Fund balance - beginning		<u>244,334</u>
Fund balance - ending		<u>\$ 203,828</u>



**BOTSCH AND  
ASSOCIATES, CPA'S, LLC**

ATTACHMENT L

AND

H. KEITH BOTSCH, CPA  
ARLYNNE STROMAN, CPA

113 E. Main Street  
Carmi, Illinois 62821  
(618) 382-4151

September 12, 2022

**Independent Auditor's Report on Compliance**

To the City Officials  
City of Shawneetown, IL 62984

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Shawneetown, Illinois as of and for the year ended April 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated September 12, 2022.

We have also audited the City of Shawneetown's compliance with the provisions of subsection (q) of Section 5-11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the Tax Increment Financing District. The management of the City of Shawneetown, Illinois is responsible for the City's compliance with those requirements.

Our responsibility is to express an opinion on compliance with those requirements. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the requirements referred to above occurred. An audit includes examining, on a test basis, evidence about the City of Shawneetown Illinois' compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of Shawneetown, Illinois' compliance with those requirements.

In our opinion, the City of Shawneetown, Illinois, complied, in all material respects, with the requirements of subsection (q) of Section 5/11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act as it relates to the eligibility of expenditures for costs incurred incidental to the implementation of the Tax Increment Financing District.

*Botsch & Associates, CPA's, LLC*

113 E. Main St.  
Carmi, IL 62821  
(618) 382-4151



October 31, 2022

City of Shawneetown  
c/o Matt Martin  
PO Box 227  
Shawneetown, IL 62984

Dear Matt

Please find enclosed the following documents pertaining to the preparation of the City's Tax Increment Financing (TIF) report and the submission of said report to the State of Illinois Comptroller's office.

- Copy of 2022 TIF report.
- Invoice for the preparation and submittal of 2022 TIF report.
- Administration agreement for the preparation and submission of the 2023 TIF report.

I have included 2 copies of the Administration agreement, please have the Board approve, execute both copies and send 1 original back to me.

If you have any questions concerning this administration agreement, please do not hesitate to contact me.

Sincerely,

Alene Carr  
Executive Director

Enclosures

