

**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]
FY 2019**

Name of Redevelopment Project Area (below):	DOWNTOWN EAST WASHINGTON STREET
Primary Use of Redevelopment Project Area*:	COMBINATION / MIXED
* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	RESIDENTIAL / RETAIL / COMMERCIAL
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
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)] If yes, please enclose the amendment (labeled Attachment A)	X	
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)] Please enclose the CEO Certification (labeled Attachment 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)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		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)] If yes, please enclose the Activities Statement (labeled Attachment D)		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)] If yes, please enclose the Agreement(s) (labeled Attachment E)		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)] If yes, please enclose the Additional Information (labeled Attachment F)	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)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G)	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)] If yes, please enclose the Joint Review Board Report (labeled Attachment H)		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)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis MUST be attached and (labeled Attachment J).	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) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K).	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)] 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).	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)] If yes, please enclose the list only, not actual agreements (labeled Attachment M)	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))

Provide an analysis of the special tax allocation fund.

FY 2019

DOWNTOWN EAST WASHINGTON STREET

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ -

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	\$ -	\$ -	0%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ -	\$ -	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 \$ -

Cumulative Total Revenues/Cash Receipts \$ - 0%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 203,054

Transfers to Municipal Sources \$ -

Distribution of Surplus

Total Expenditures/Disbursements \$ 203,054

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (203,054)

Previous Year Adjustment (Explain Below) \$ -

FUND BALANCE, END OF REPORTING PERIOD* \$ (203,054)

* 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

PAGE 3

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

TOTAL ITEMIZED EXPENDITURES		\$ 203,054
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2019

TIF NAME:

DOWNTOWN EAST WASHINGTON STREET

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

Check here if no property was acquired by the Municipality within the Redevelopment Project Area.

Property Acquired by the Municipality Within the Redevelopment Project Area.

Property (1):	"The Smith Property" - Vacant Lot - 21-04-407-008
Street address:	404 East Washington Street
Approximate size or description of property:	.211 Acres; Lot 8 and part of Lot 9 in Evans Addition
Purchase price:	\$94,909 (February 12, 2018 - Ord 2018-09)
Seller of property:	Smith Family Partnership, L.P.

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:	

SECTION 5 - 20 ILCS 620/4.7 (7)(F)

FY 2019

TIF Name: DOWNTOWN EAST WASHINGTON STREET

Page 1 is to 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. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
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2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
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2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	2
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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)	\$ -	\$ -	\$ 17,000,000
Public Investment Undertaken	\$ 94,909	\$ -	\$ 1,300,000
Ratio of Private/Public Investment	0		13 1/13

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: FORMER HIGH SCHOOL REDEVELOPMENT 510 E WASHINGTON STREET (ORD 2017-47; JUNE 12, 2017)

Private Investment Undertaken (See Instructions)	\$ -		\$ 17,000,000
Public Investment Undertaken	\$ -		\$ 1,300,000
Ratio of Private/Public Investment	0		13 1/13

Project 2*: CITY ACQUISITION OF 404 E WASHINGTON STREET (ORD 2018-09; FEBRUARY 12, 2018)

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 94,909	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 3*:

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

Project 4*:

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

Project 5*:

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

Project 6*:

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

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois. ***even though optional MUST be included as part of the complete TIF report**

SECTION 6
FY 2019

TIF NAME: DOWNTOWN EAST WASHINGTON STREET

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area
Year redevelopment

project area was designated	Base EAV	Reporting Fiscal Year EAV
2018	\$ 641,305	\$ 641,305

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

Check if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
MCLEAN COUNTY	\$ -
CITY OF BLOOMINGTON TOWNSHIP	\$ -
CITY OF BLOOMINGTON & LIBRARY	\$ -
B-N WATER RECLAMATION DISTRICT	\$ -
BLM-NRM AIRPORT AUTHORITY	\$ -
CUUSD 87 BLOOMINGTON	\$ -
HEARTLAND COMM COLLEGE 540	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

SECTION 7

Provide information about job creation and retention:

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

SECTION 8

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

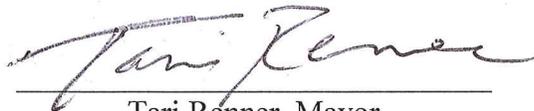
The three and one-half city blocks bounded by an alley between E. Monroe St and E. Jefferson St on the north, N. Gridley St on the east, E. Front St on the south and N. Evans St on the west.

Optional Documents	Enclosed
Legal description of redevelopment project area	X
Map of District	X

CITY OF BLOOMINGTON
Unit Code: 064/025/30

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
DOWNTOWN EAST WASHINGTON STREET TIF DISTRICT
ATTACHMENT B**

I, Tari Renner, Mayor of the City of Bloomington, McLean County, Illinois, certify that the City has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) during the fiscal year ending April 30, 2019, in connection with the administration of the Tax Increment Project Area for the City's Downtown East Washington Street Tax Increment Financing District.



Tari Renner, Mayor

LAW OFFICE
KATHLEEN FIELD ORR
2024 Hickory Road
Suite 205
Homewood, Illinois 60430
(312)382-2113

KATHLEEN FIELD ORR
kfo@kfoassoc.com

October 29, 2019

Susana Mendoza, State Comptroller
State of Illinois Building
100 West Randolph Street
Suite 15-500
Chicago, Illinois 60601

Dear State Comptroller Mendoza:

We have acted as Special Counsel for the City of Bloomington, McLean County, Illinois, in connection with the administration of the Downtown-East Washington Tax Increment Redevelopment Project Area.

I have reviewed all information provided to me by the City's Finance Director, and to the best of my knowledge and belief find that the City has 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, 2019.

Very truly yours,



KATHLEEN FIELD ORR

ATTACHMENT C

**City of Bloomington Downtown East Washington Street TIF District
FY 2019 Annual Report
(May 1, 2018 – April 30, 2019)**

Attachment D – Activities Statement

The following activities were undertaken in furtherance of the objectives of the Downtown East Washington Street Redevelopment Plan:

1. During FY 2018:

- a. On June 12, 2017, the City Council adopted Ordinance 2017-47 approving a Redevelopment Agreement between the City of Bloomington and Iceberg Development Group (JNB Bloomington, LP and TIF Bloomington, Inc.) to support the redevelopment of the former Bloomington High School building at 510 East Washington Street into 57 age-restricted apartments with commercial spaces on the ground level. A copy of the agreement is included as attachment “E” in this TIF report.
- b. On June 12, 2017, the City Council adopted Ordinance 2017-48 authorizing TIF consultant Peckham Guyton Albers & Viets (PGAV) to conduct a Feasibility Study and draft a Redevelopment Plan for the proposed Downtown East Washington Street TIF District.
- c. On September 29, 2017, the Board of Directors of the Illinois Housing Development Authority (IHDA) announced that it awarded \$1,397,914 in Low Income Housing Tax Credits (LIHTC) to Iceberg Development Group, LLC to support the redevelopment for the former Bloomington High School building.
- d. On February 12, 2018 the City Council adopted Ordinance 2018-09 approving a contract to purchase the vacant lot at 404 East Washington Street (the “Smith Property”) within the TIF District. The City closed on the purchase on April 27, 2018. The Smith Property is .211 acres and is adjacent to the .729 acre City-owned former Coachman Motel site. With both properties now under city ownership, a .94 acre development site has been created which city staff are marketing to developers.

2. During FY 2019:

- a. On June 25, 2018, the City Council adopted Ordinances 2018-50, 51, and 52 to establish the Downtown East Washington Street TIF District.
- b. On April 29, 2019, the City’s Community Development Department issued permits necessary to commence the redevelopment of the former Bloomington High School building.
- c. With the assistance of PGAV Planners and Kathi Field Orr and Associates, City staff consulted with multiple developers considering projects within the TIF District.
- d. City staff continued to market opportunities available within the TIF District.
- e. Due to a data entry error made during FY 2019, a professional services invoice in the amount of \$2,765 was double charged to the TIF Fund. Therefore, the TIF Fund balance for the FY 2019 report is listed at -\$203,054.29 instead of -\$200,289.29. This error will be corrected in FY 2020 report.

Additional information about the Downtown East Washington Street TIF District can be found at www.cityblm.org/TIF

The above information was compiled by Austin Grammer, City of Bloomington Economic Development Coordinator.

CITY OF BLOOMINGTON

2017 - 47

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND
AMONG THE CITY OF BLOOMINGTON, LP AND TIF BLOOMINGTON, INC.**

**Adopted by the City Council
Of the City of Bloomington
On June 12, 2017**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on June 12, 2017.

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

CERTIFICATE

I, Cherry L. Lawson, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2017-47 entitled, An Ordinance Approving A Redevelopment Agreement by and among the City of Bloomington, LP and TIF Bloomington, Inc., which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on June 14, 2017 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk

Dated at Bloomington, Illinois, on 06/14/2017.



Cherry L. Lawson, C.M.C.
City Clerk

Ordinance No. 2017- 47

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND AMONG
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND JNB
BLOOMINGTON, LP AND TIF BLOOMINGTON, INC.**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “*City*”) is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have identified certain areas within the City’s boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, will seriously impede the primary goals of the City to promote the health, safety and welfare of its citizens by encouraging private investment in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”) and the City’s authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within the City’s municipal limits in which existing conditions permit such areas to be classified as a “blighted area” or a “conservation area” as defined in Section 11.74.4-3(a) of the TIF Act; and,

WHEREAS, the Corporate Authorities have authorized Peckham Guyton Alberts & Viets (“*PGAV*”) to conduct a feasibility study of certain properties within the corporate boundaries of the City (the “*Feasibility Study*”) in order to determine the eligibility of a specific area for designation as a “redevelopment project area” (the “*Proposed Project Area*”) pursuant to the provisions of the TIF Act; and,

WHEREAS, if the Feasibility Study demonstrates that the Proposed Project Area qualifies as a “redevelopment project area” under the TIF Act, the Corporate Authorities will authorize PGAV to prepare a redevelopment plan for the Proposed Project Area and thereafter proceed with the necessary steps to approve the redevelopment plan, designate the Proposed Project Area as a “redevelopment project area” and adopt tax increment financing therefor, all in accordance with the requirements of the TIF Act; and,

WHEREAS, JNB Bloomington, LP, an Illinois limited partnership (the “*Developer*”) owns certain property located within the Proposed Project Area and commonly known as 510 E. Washington St., Bloomington, Illinois (the “*Subject Property*”) and has advised the City that it is prepared to redevelop and renovate the Subject Property with an approximate investment of \$17,000,000.00 (the “*Project*”); and,

WHEREAS, the Developer has informed the City that its ability to proceed with the Project shall require financial assistance from the City for certain extraordinary costs to be incurred in connection with the Project and that it is willing to make certain commitments to the City regarding the Project contingent upon receipt of financial assistance from the City; and,

WHEREAS, TIF Bloomington, Inc., an Illinois corporation (the “*Corporation*”) is an owner of the Developer and will share in some of the costs and expenses relating to the Project in order for reimbursements made by the City to qualify as Internal Revenue Code Sec. 118 non-shareholder contributions to the capital of a corporation; and,

WHEREAS, in order to induce the Developer to proceed with the Project, the City is prepared to make certain commitments to the Developer, and, upon satisfaction by the Developer of its commitments, to reimburse the Developer via payments made to the Corporation for certain

costs incurred in connection with the required improvements to the Subject Property from revenues available to the City upon adoption of the TIF Act as applicable to the Subject Property; and,

WHEREAS, given the current condition of the Subject Property and the extraordinary costs necessary for redevelopment thereof, the Corporate Authorities believe that is in the best interests of the City and the health, safety, morals and welfare of its residents for the City to reimburse the Developer for certain costs to complete the Project in accordance with the terms and conditions as set forth in a redevelopment agreement.

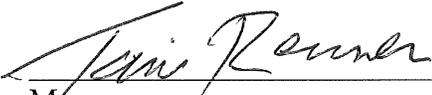
NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. That the Redevelopment Agreement by and among the City of Bloomington, McLean County, Illinois and JNB Bloomington, LP and TIF Bloomington, Inc., 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 on behalf of the City.

Section 2. 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 12th day of June, 2017.

APPROVED:



Mayor

AYES: 7

NAYS: 1 (Alderman Diana Hauman)

ABSENT: 1 (Alderman Jamie Mathy)

Attest:



City Clerk

REDEVELOPMENT AGREEMENT
by and among
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
JNB BLOOMINGTON, LP and TIF BLOOMINGTON, INC.

(Former Bloomington High School at 510 E. Washington Street)

THIS REDEVELOPMENT AGREEMENT is entered into this 12th day of June 2017, by and among the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “*City*”), JNB Bloomington, LP, an Illinois limited partnership (the “*Developer*”), and TIF Bloomington, Inc., an Illinois corporation (the “*Corporation*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where the existence of certain factors, such as obsolescence, deteriorating buildings, and deteriorating site improvements, if not addressed, shall result in a disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*") and the City's authority and powers as a home rule unit, the Corporate Authorities are empowered to undertake the development and redevelopment of designated areas within its municipal limits in which existing conditions permit such areas to be classified as a "conservation area" or as a "blighted area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, the Corporate Authorities have authorized Peckham Guyton Alberts & Viets ("*PGAV*") to conduct a feasibility study within the corporate boundaries of the City (the "*Feasibility Study*") in order to determine the eligibility of a specific area for designation as a "redevelopment project area" (the "*Proposed Project Area*") pursuant to the provisions of the TIF Act; and,

WHEREAS, the Proposed Project Area includes real estate owned by the Developer and commonly known as 510 E. Washington St., Bloomington, Illinois formerly the Bloomington High School (the "*Subject Property*") legally described on *Exhibit A*; and,

WHEREAS, in the event the Feasibility Study demonstrates that the Proposed Project Area, including the Subject Property, qualifies as a "redevelopment project area" under the TIF Act, the Corporate authorities shall, thereafter, direct PGAV to proceed with the preparation of a redevelopment plan to set the goals and objectives of the City for the Proposed Project and all

other matters required by the TIF Act, and the Corporate Authorities shall then adopt the TIF Act for the benefit of the Proposed Project Area; and,

WHEREAS, the Developer, as the owner of the Subject Property, has advised the City that it is prepared to redevelop and renovate the Subject Property, as hereinafter described, and to invest approximately \$17,000,000 in the Subject Property; however, the Developer has also informed the City that its ability to proceed with the needed improvements to the Subject Property shall require financial assistance from the City for certain extraordinary costs to be incurred for such improvements; and,

WHEREAS, the Developer is prepared to make commitments to the City regarding the renovation and redevelopment of the Subject Property contingent upon receipt of financial assistance from the City; and,

WHEREAS, the Corporation is an owner of the Developer and will be sharing in some of the costs and expenses of the redevelopment and renovation of the Subject Property in order for the reimbursements made by the City as further described herein to qualify as Internal Revenue Code Sec. 118 non-shareholder contributions to the capital of a corporation; and,

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Subject Property, the City is prepared to make the commitments to the Developer, and, upon satisfaction of commitments, made by the Developer, to reimburse the Developer via payments made to the Corporation for certain costs incurred in connection with required improvements to the Subject Property from revenues available to the City upon the adoption of the TIF Act as applicable to the Subject Property, all as hereinafter set forth; and,

WHEREAS, given the current condition of the Subject Property, the Corporate Authorities believe that its renovation and redevelopment is in the best interest of the City and the health, welfare and prosperity of its residents.

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

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer covenants and agrees to apply to the Illinois Housing Development Authority for Low Income Housing Tax Credits, in order to proceed with the Project as hereinafter defined, in the amount necessary to proceed with the Project, as hereinafter defined, and notify the City upon receipt of an award of such Low Income Housing Tax Credits, all being accomplished on or before December 31, 2018.

B. On or before April 15, 2019, the Developer shall have submitted to the City for its approval, detailed final construction plans to convert the Subject Property into approximately fifty-seven (57) age-restricted dwelling units (“*Residential Units*”) and additional commercial areas (the “*Commercial Space*”) (collectively, the “*Project*”).

C. On or before June 15, 2019, the Developer shall have commenced construction of the Project in accordance with all applicable City Codes and laws of the State of Illinois and have been issued a certificate of occupancy by the City for the Residential Units on or before August 15, 2020.

D. The Developer hereby covenants that, in addition to undertaking the improvements to the Commercial Space at the Subject Property to construct such signage as reasonably approved by the City in order to attract tenants with businesses compatible to the Residential Units.

E. The Developer covenants and agrees to maintain the Subject Property in accordance with all applicable City Codes and laws of the State of Illinois and to pay, when due, all fees, taxes, fines, or other amounts due to the City pursuant to its ordinances and City Code or due to the County or the State of Illinois.

F. Within thirty (30) days of execution of this Agreement, the Developer agrees to submit to the City an estimated budget for the Project and, upon completion of the Project and issuance of certificates of occupancy for the Residential Units, to submit to the City an itemized list, certified by the Developer, of all costs incurred by the Developer in connection with the Project totaling approximately \$17,000,000 (the "*Project Costs*").

G. Developer commits that the Project will be performed in accordance with the Secretary of the Interior's Standards for Rehabilitation, as determined by the National Park Service; and, following the completion of the Project, the National Park Service shall issue Historic Preservation Certification for the Subject Property. Developer shall provide the City with evidence of National Park Service Historic Preservation Certification for the Subject Property upon receipt.

H. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "*Prevailing Wage Act*"), if and to the extent the Corporation's receipt of funds from the City pursuant to this Agreement causes the Project to become subject to the Prevailing Wage Act in accordance with its terms.

Section 3. City's Obligations.

A. The City hereby covenants and agrees, upon determination that the Proposed Project Area qualifies for designation as a redevelopment project area under the TIF Act, which Proposed Project Area shall include the Subject Property, to promptly undertake all procedures as required to designate the Subject Property and the Proposed Project Area as a "Redevelopment Project Area" under the TIF Act. The Eligibility Study shall be completed within sixty (60) days of the execution of this Agreement.

B. Upon satisfaction of all of the commitments of the Developer as hereinabove set forth, the City hereby agrees to reimburse the Corporation for Redevelopment Project Costs as defined in the TIF Act in an amount equal to the lesser of: (i) 11.8% of the total Project Costs; or, (ii) \$1,300,000 payable from eighty percent (80%) of the Incremental Taxes (as hereinafter defined) generated by the Subject Property, in accordance with the conditions, limitations and procedures hereinafter set forth in Section 4. All such reimbursements shall be treated as Internal Revenue Code Sec. 118 non-shareholder contributions to the capital of the Corporation, which capital contributions shall in turn be either loaned to or contributed to the capital of the Developer by the Corporation.

For purposes of this Agreement "Incremental Taxes" shall mean the amount of ad valorem taxes, if any, paid in respect of the Subject Property and its improvements which is attributable to the increase in the equalized assessed value ("EAV") of the Subject Property and its improvements over the initial equalized value of the Subject Property at the time of the establishment of the initial EAV by McLean County calculated in accordance with the TIF Act.

C. Upon approval of this Redevelopment Agreement, the Mayor of the City of Bloomington will submit a letter endorsing the Project to the Illinois Housing Development Authority, as may be requested by the Developer.

D. As a Rental Assistance Program financed by the City for the Project is a key component to the success of the Project, within 20 business days after the adoption of this Redevelopment Agreement, the City commits to make a good faith effort to begin negotiations with the Developer to enter in into a separate agreement for the City to financially support a Rental Assistance Program that would be targeted to four (4) residential units in the Project at the Subject Property for a period of ten (10) years.

Section 4. Pledged Funds.

(a) Upon adoption of the TIF Act, the City shall establish a special tax allocation fund for the Proposed Project Area, as required by the TIF Act (the “STAF”) into which the City shall deposit Incremental Taxes as received from the Project Area as a result of the adoption of the TIF Act.

(b) 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 from the final installment of real estate taxes), eighty percent (80%) of the Incremental Taxes with respect to the Subject Property shall be transferred and deposited into the JNB Bloomington Subaccount of the STAF (which Subaccount shall be automatically created by the ordinance approving this Agreement) and used solely to reimburse the Corporation for approved Redevelopment Project Costs in accordance with this Agreement.

Section 5. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer or the Corporation shall advance all funds and all costs necessary to construct and complete the Project.

(b) So long as no notice of default has been issued and is outstanding, the Developer shall submit to the City Manager a written statement in the form attached to this Agreement as *Exhibit B* (a “*Request for Reimbursement*”) setting forth the amount of payment and the specific Redevelopment Project Costs for which reimbursement is sought, accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as the City Manager shall reasonably require to evidence the right of the Corporation to reimbursement. All receipts shall contain the date of service, type of service, location of service, amount due, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoice/paid. The City Manager or his designated agent shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the City Manager shall provide to the Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that (i) such expenditure is not a Redevelopment Project Cost under the TIF Act; (ii) such expenditure is not an expenditure included in the itemized list of Project Costs submitted by the Developer pursuant to Section 2(E) hereof; (iii) such expenditure was not incurred and the construction was not completed by the Corporation in accordance with the Legal Requirements (as hereinafter defined) and the provisions of this Agreement, including without limitation all permits issued by the City; or (iv) there is an outstanding notice of default for failure to comply with the Legal Requirements and/or the provisions of this Agreement. In

the event the Request for Reimbursement is approved, reimbursement shall be made to the Corporation from funds available in the JNB Bloomington Subaccount. To the extent funds in the JNB Bloomington Subaccount are not sufficient to pay the total amount requested, such unpaid amount shall be paid upon the next deposit of Incremental Taxes into the JNB Bloomington Subaccount but only in the event no notice of default has been issued and remains outstanding. Reimbursement to the Corporation shall continue on an annual basis until the Termination Date as defined in Section 7 hereof.

(c) For purposes of this Agreement, Legal Requirements shall mean all applicable ordinances, regulations and laws of the City, State and Federal government, all permits, licenses and the terms of this Agreement.

Section 6. Remedies – Liability.

(a) If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer'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. A default not cured as provided above shall constitute a breach of this Agreement, unless the City grants the Developer additional time to accomplish the cure. 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 exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

(c) If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall 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 of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no

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

Section 7. Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall commence on the date of execution and end upon the earlier of: (i) payment to the Corporation of an amount equal to the lesser of 11.8% of the Project Costs or \$1,300,000; or, (ii) December 31, 2041 (the "*Termination Date*").

Section 8. Verification of Tax Increment, Verification of City Sales Taxes.

The Developer shall use its best efforts to cooperate with the City in obtaining copies of all real estate tax bills for the Subject Property payable in 2017, and paid in each subsequent year during the term of this Agreement for the Subject Property.

Section 9. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such

party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, 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 shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure.

Section 10. 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 11. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or the Corporation or any contractor, subcontractor or agent or employee thereof (so long as such contractor,

subcontractor or agent or employee thereof is hired by the Developer or the Corporation) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer or the Corporation; or from any negligence or reckless or willful misconduct of the Developer or the Corporation or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or the Corporation). 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, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

Section 12. 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 13. 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 14. 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 or
The Corporation*** : Jim Bergman
2205 Kimberly Road - Office
Bettendorf, Iowa 52722

With a copy to: Robert T. LeSage
226 West River Street, P. O. Box 404
Dixon, Illinois 61021

To the City : City Manager
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Corporation Counsel
City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702

Section 15. 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 16. 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 17. No Discrimination – Construction.

The Developer for itself and its successors and assigns agree that in the construction of the improvements on the Subject Property provided for in this Agreement neither the Developer nor the Corporation shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

Section 18. Amendment.

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

Section 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.

[SIGNATURE PAGE TO FOLLOW]

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

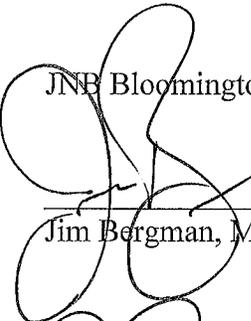
City of Bloomington, McLean County, an Illinois municipal corporation

By: 
Mayor

Attest:


City Clerk

JNB Bloomington, LP, an Illinois limited partnership

By: 
Jim Bergman, Managing Member of the General Partner

TIF Bloomington, Inc., an Illinois corporation

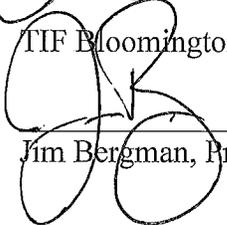
By: 
Jim Bergman, President

Exhibit A

Legal Description of Subject Property

TRACT NO. 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 4 in Evans Addition to the City of Bloomington, in MCLEAN COUNTY, ILLINOIS

TRACT NO. 2:

Lots 7 and 8 in block 1 in Evans Addition to the City of Bloomington, in MCLEAN COUNTY, ILLINOIS

PINs: 21-04-408-001 and 21-04-404-001

Street Address of Building: 502 E Washington, Bloomington, IL
Street Address of Parking Lot: 500 E Jefferson St., Bloomington, IL

Exhibit B

Form of Request for Reimbursement

REQUEST FOR REIMBURSEMENT

City of Bloomington
109 East Olive Street
Bloomington, Illinois 61702
Attn: City Manager

Re: Redevelopment Agreement, dated _____, 2017 (the "Agreement"), by and among the City of Bloomington, McLean County, an Illinois municipal corporation and JNB Bloomington, LP, an Illinois limited partnership (the "Developer") and TIF Bloomington, Inc., an Illinois Corporation (the "Corporation")

Dear Sir:

You are requested to disburse funds pursuant to Section 5 of the Redevelopment Agreement described above in the amount(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: \$ _____, for expenses qualifying as Redevelopment Project Costs as defined in the Agreement.
2. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Corporation for those Redevelopment Project Costs detailed in Schedule 1 attached to this Request for Reimbursement with paid invoices, bills of sale and mechanic lien waivers.
3. The undersigned certifies that:
 - (i) the amounts included in 1 above were made or incurred or financed and were necessary for the development of the Subject Property (as defined in the Agreement) and were 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, represents a part of the funds due and payable for Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent eligible Redevelopment Project Costs.
 - (iv) the moneys requisitioned are not greater than those necessary to reimburse the Corporation for its funds actually advanced for Redevelopment Project Costs.
 - (v) the Developer or Corporation are not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer or Corporation that would prevent the performance of its obligations under the Redevelopment Agreement.

Date: _____

By: JNB Bloomington, LP

Managing Member

TIF Bloomington, Inc., an Illinois corporation

By:

President

APPROVED:
City of Bloomington, McLean County, an Illinois
municipal corporation

Date: _____



**SUMMARY MINUTES OF THE
JOINT REVIEW BOARD
FOR THE DOWNTOWN EAST WASHINGTON STREET
REDEVELOPMENT PROJECT AREA
CITY HALL CONFERENCE ROOM
109 E. OLIVE ST., BLOOMINGTON, IL
FRIDAY, MARCH 9, 2018 1:00 P.M.**

1. Call to Order

The Meeting was called to order by Kathi Field Orr.

2. Roll Call

Public Body Representatives present: Dr. Barry Reilly, Superintendent, District 87; John Pratt, Attorney, District 87; Doug Minter, Vice President of Business Services, Heartland Community College.

City Staff Present: Bob Mahrt, Interim Community Development Director; Scott Rathbun, Senior Budget Manager; Austin Grammer, Economic Development Coordinator; Alyssa Cooper, Graduate Fellow, Office of Economic Development; Katie Simpson, City Planner; Izzy Rivera, Assistant City Planner.

Others Present: Kathi Field Orr, Partner, Kathi Field Orr & Associates; Mike Weber, Director, PGAV Planners; Brian Fritz, President, Pioneer Property Management.

Public Body Representatives absent: Deb Skillrud, Township Supervisor, City of Bloomington Township; Bill Wasson, County Administrator, McLean County.

3. Selection of Joint Review Board (JRB) Public Member

Motion by Scott Rathbun, seconded by Doug Minter, to appoint Alyssa Cooper as the JRB Public Member.

Motion carried, (viva voce).

4. Selection of JRB Chairperson

Motion by Alyssa Cooper, seconded by Doug Minter, to appoint Scott Rathbun as the JRB Chairperson.

Motion carried, (viva voce).

5. Review of the public record, planning documents and Redevelopment Plan for the proposed Downtown East Washington Street Redevelopment Project Area

Scott Rathbun invited Mike Weber to address to board regarding the eligibility of the Study Area and discussed the Redevelopment Plan for the Project Area. Mr. Weber also discussed proposed redevelopment projects for the Area.

Mr. Grammer addressed the board. He discussed the proposed redevelopment of the former Bloomington High School building (510 E Washington St) and discussed the history of the City-owned former Coachman Motel lot property and the adjacent “Smith Parcel” and the possibility of redevelopment of the combined properties.

Mr. Fritz, a representative of Iceberg Development (the owner of the former High School), addressed the board regarding the scope of the redevelopment of the former High School and discussed the need for TIF funds to help the project advance. Mr. Fritz provided examples of other similar projects his company has completed.

Mr. Minter inquired if the High School redevelopment project involved tenant relocation for the current commercial tenants in the property.

Mr. Fritz responded that the project budget includes a tenant relocation component. He stated that some tenants have expressed interest in staying in the building and others will likely move on. He stated that overall he does not know yet how many tenants will stay and how many will go.

6. Review of Proposed Ordinances

Kathi Field Orr provided information to the board about the process and procedures for the three (3) ordinances to be passed by City Council pursuant to the TIF Act: Adoption of the Redevelopment Plan, Designation of the TIF Area and the Adoption of Tax Increment Financing for the Designated Area.

7. Public Comment

Scott Rathbun opened the meeting for public comment.

No one came forward to address the board.

8. Board Deliberation and Recommendation

Dr. Reilly addressed the board. He stated that the District 87 School Board expressed concerns about the proposed TIF District and TIF Districts in general. He stated that the School Board does not believe the proposed TIF District will spur growth in the Downtown area. He stated that in general, the board is very concerned with the City's TIF Districts. He stated appreciation that the City has taken steps to condense TIF Districts as opposed to large area TIF Districts, but many people feel the now expired Downtown TIF District was not a huge success. He reiterated that the seven (7) elected officials on the School Board are not supportive of the proposed TIF District. He and members of the School Board have been in discussion with City staff as well as City Council members and the Mayor about restructuring TIFs so they do not have a 23-year impact, but that he feels that the School District's concerns are not being heard.

Kathi Field Orr responded that the City took steps to reduce the size of this TIF to only the targeted parcels in the TIF. She stated that one of the reasons for this TIF is the continuing decrease in the EAV of the properties. She stated that doing nothing in the Area serves the taxing bodies less than taking action to induce development.

Dr. Reilly stated that 10 years from now, we don't know what could happen on the property.

John Pratt stated that the School District has been accommodating to other forms of development agreements such as tax abatements. The form they have objected to is the TIF form, particularly the 23-year TIF Plans.

Ms. Orr responded that the School District's concerns have not been disregarded. The Redevelopment Area was reduced to be much smaller so as to have a minimal impact on the School District. She stated that when the size of the TIF Area is minimized, the ability to shorten the term of the TIF is limited.

Dr. Reilly responded that there are ways to structure TIFs so that they are not 23 years. He stated that the School District knows that tax incentives need to be offered and that the School District is not opposed to tax incentives but is struggling with 23-year TIF Districts. He feels that his concerns have not been getting across to members of City Council until the last three weeks.

Mr. Grammer stated that PGAV's and the City's evaluation of Iceberg's development proposal for the former High School determined that the full 23 years would be needed

to meet the obligation and to make the project financially feasible. Projects are examined on a case-by-case basis and that will determine the term of the TIF and the term of the redevelopment agreement between the City and the Developer. Some redevelopment projects may need the full 23 years and others may need less time.

Dr. Reilly stated that the School Board understands why the City would like to keep their districts at 23 years but that the School Board does not see the economic development potential of Iceberg's High School project.

Mr. Pratt asked what other incentives the City considered for the project.

Ms. Orr stated that because of the requirements set by the Illinois Housing Development Authority for the award of Low Income Housing Tax Credits that Iceberg applied for and needed to make the project financially feasible, TIF was the only tool considered. Developers receive more points on IHDA application for Low Income Housing Tax Credits if the City supports the project with a TIF District.

Mr. Fritz stated that there are no other options for redeveloping the High School other than receiving assistance from IHDA through the Low Income Housing Tax Credits and TIF.

Mr. Pratt questioned why the TIF Area does not consist of only the former High School Building.

Ms. Orr stated that it would be prudent to include the City-owned former Coachman motel property and the City of Refuge Church property when redevelopment is needed on those properties and they are contiguous to the former High School property.

Mr. Grammer stated that the City's Comprehensive Plan identifies the Washington Street corridor as a prime area for promotion of investment and reinvestment. The two blocks west of the High School property were identified as being a prime area for residential mixed- use development. Staff felt it was prudent to examine those additional properties and include them in the TIF Area based on direction from the City's adopted Comprehensive Plan.

Dr. Reilly asked if any retailers will be coming into the former High School building and if so, can the redevelopment agreement be written so as to rebate sales tax back to the taxing bodies who are impacted by the TIF.

Mr. Fritz stated that he does not know if there will be any sales tax generating businesses in the building but he doubts it due to the nature and location of the building.

Ms. Orr discussed the structure of the Colonial Plaza Redevelopment Agreement in the City's Empire Street Corridor TIF District and stated that that agreement was negotiated between the City and the shopping center developer with the School District

in mind and a cap was put on that agreement. The Colonial Plaza agreement may end before the Empire Street Corridor TIF expires. She stated that if a developer is told they need to make their money back by, for example, year 7 or year 15, they will likely not agree. She stated that if developers don't come here they will go anywhere else where a municipality offers more lucrative inducements.

Dr. Reilly stated District 87 believes they have a role to play in partnership to help spur economic development. He stated he does not want people to believe the School District is anti-incentive. He stated there are other tax incentives that can be offered.

Mr. Minter requested a recess of the meeting.

8. Recess and Call Back to Order

The meeting recessed for 15 minutes.

Scott Rathbun called the meeting back to order.

9. Recommendation

A recommendation was made to City Council to adopt the Downtown E. Washington Redevelopment Plan.

Kathi Field Orr called the roll:
City of Bloomington: Aye
District 87: Nay
Heartland Community College: Abstain
Public Member: Aye

The recommendation was passed with a vote of 2-1.

10. Adjournment

Motion by Doug Minter, seconded by Barry Reilly to adjourn the Downtown East Washington TIF Joint Review Board Meeting. Time: 2:28 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Alyssa Cooper
Graduate Fellow, Office of Economic Development
City of Bloomington

4018.90
JS
12/5/17

Legal Description
Downtown East Washington Street
Redevelopment Area

A part of the SE¼ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Gridley Street with the south right of way line of East Front Street; thence Northerly on the west right of way line of said Gridley Street to the point of intersection with the westerly extension of the north right of way line of the alley in Block 2 Evan's Addition; thence Easterly on the westerly extension of the north right of way line of said alley and the north right of way line of said alley to the west right of way line of North McLean Street; thence Northerly on the west right of way line of said North McLean Street to the point of intersection with the westerly extension of the north line of the South 56 feet of Lot 6 in Block 1 said Evan's Addition; thence Easterly on the westerly extension of and the north line of the south 56 feet of Lot 6 in Block 1 said Evan's Addition to the west line of Lot 5 in Block 1 said Evan's Addition; thence Southerly to the northwest corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Easterly to the northeast corner of the South 45 feet of Lot 5 in Block 1 said Evan's Addition; thence Southerly on the east line of said Lot 5 and the east line of Lot 8 in Block 1 said Evan's Addition to the north right of way line of East Jefferson Street; thence Easterly on the north right of way line of said East Jefferson Street to the point of intersection with the east right of way line of Evans Street; thence Southerly on the east right of way line of said Evans Street to the point of intersection with the south right of way line of East Washington Street; thence Westerly on the south right of way line of said East Washington Street to the point of intersection with the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the point of intersection with the south right of way line of said East Front Street; thence Westerly to the Point of Beginning, EXCEPT Lot 1 and the East 8 feet of Lot 2 in Block 3 said Evan's Addition, ALSO EXCEPT Lot 12 and the East 30 feet of Lot 11 in Block 3 said Evan's Addition described in Warranty Deed recorded as Document No. 2014-17877, PIN (44) 21-04-407-006.

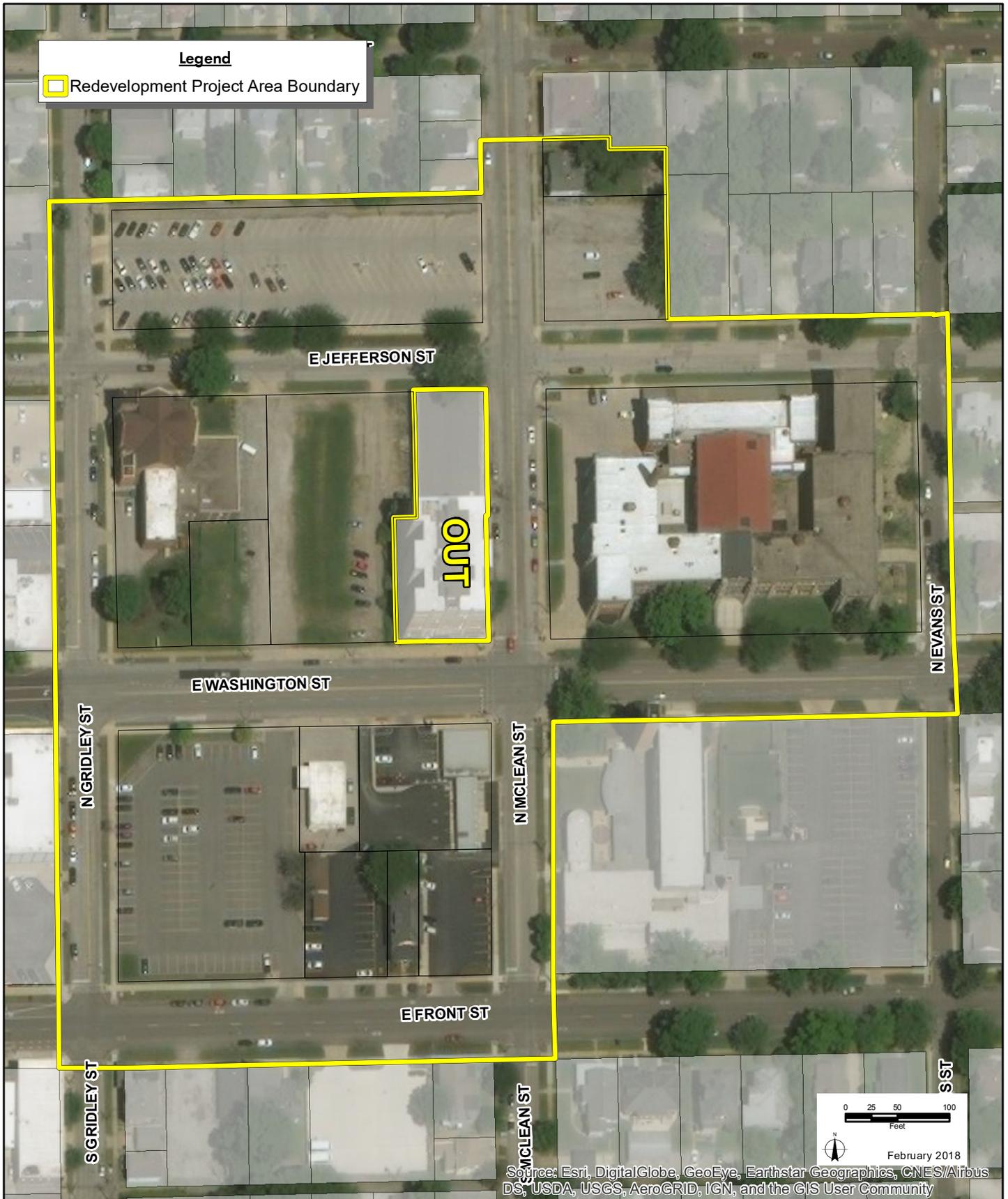


Exhibit A-2 - Redevelopment Project Area Boundary

Downtown East Washington Street Redevelopment Project Area