

Name of Municipality:	<u>O'Fallon</u>	Reporting Fiscal Year:	2019
County:	<u>St. Clair</u>	Fiscal Year End:	4 / 30 /2019
Unit Code:	088/110/30		

First Name:	<b>Sandra</b>	Last Name:	<b>Evans</b>
Address:	255 S. Lincoln	Title:	Finance Director
Telephone:	618-624-4500 ext 8723	City:	O'Fallon
E-mail- required	<b>sevens@ofallon.org</b>	Zip:	62269

I attest to the best of my knowledge, that this FY 2019 report of the redevelopment project area(s) in the City/Village of: O'Fallon 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.].

Date \_\_\_\_\_

## FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

\*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 5 must be completed for each redevelopment project area listed in Section 1.]**

**FY 2019**

<b>Name of Redevelopment Project Area (below):</b>  <div style="text-align: center;">TIF #5 - Central City</div>	
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Central Business  
**Primary Use of Redevelopment Project Area\*:** District

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

<p style="text-align: center;"><b>If "Combination/Mixed" List Component Types:</b></p>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b> <div style="display: flex; justify-content: space-between;"> <span>Tax Increment Allocation Redevelopment Act</span> <span><u>X</u></span> </div> <div style="display: flex; justify-content: space-between;"> <span>Industrial Jobs Recovery Law</span> <span>_____</span> </div>	

**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)] <b>If yes, please enclose the amendment (labeled Attachment A).</b>	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)] <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 and (labeled Attachment J).</b>	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)] <b>If attachment I is yes, then Analysis MUST be attached and (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	

**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**

**TIF #5 - Central City**

Special Tax Allocation Fund Balance at Beginning of Reporting Period      \$ (113,540)

<b>SOURCE of Revenue/Cash Receipts:</b>	<b>Revenue/Cash Receipts for Current Reporting Year</b>	<b>Cumulative Totals of Revenue/Cash Receipts for life of TIF</b>	<b>% of Total</b>
Property Tax Increment	\$ 28,908	\$ 54,899	96%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 11	\$ 12	0%
Land/Building Sale Proceeds	\$ -	\$ -	0%
Bond Proceeds	\$ -	\$ -	0%
Transfers from Municipal Sources	\$ -	\$ -	0%
Private Sources	\$ 2,000	\$ 2,000	4%
Other (identify source _____; if multiple other sources, attach schedule)	\$ -	\$ -	0%

All Amount Deposited in Special Tax Allocation Fund      \$ 30,919

Cumulative Total Revenues/Cash Receipts      \$ 56,911      100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$ 3,146
Transfers to Municipal Sources	\$ -
Distribution of Surplus	\$ 2,891

Total Expenditures/Disbursements      \$ 6,037

Net/Income/Cash Receipts Over/(Under) Cash Disbursements      \$ 24,882

Previous Year Adjustment (Explain Below)      \$ -

**FUND BALANCE, END OF REPORTING PERIOD\***      \$ (88,658)

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

**Previous Year Explanation:**

FY 2019

**TIF NAME:**

## TIF #5 - Central City

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**  
(by category of permissible redevelopment project costs )

**PAGE 1**

[illegible]



## 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.		
	-	
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 3,146

**FY 2019**

**TIF NAME:**

## TIF #5 - Central City

**Optional: Information in the following sections is not required by law, but would be helpful in creating fiscal transparency.**

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

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

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

FY 2019

TIF NAME:

TIF #5 - Central City

FUND BALANCE BY SOURCE

\$ (88,658)

Amount of Original Issuance	Amount Designated
--------------------------------	-------------------

## 1. Description of Debt Obligations


Total Amount Designated for Obligations

\$	-	\$	-
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## 2. Description of Project Costs to be Paid

Fezziwig Redevelopment Agreement		\$ 34,794
Old City Hall Redevelopment Agreement		\$ 760,900
Bike Surgeon Redevelopment Agreement		\$ 284,524
Dover Frontier Redevelopment Agreement		\$ 1,800,000
Do Well Real Estate Redevelopment Agreement		\$ 401,350
105 East 1st Street LLC		\$ 867,180
B McMillin Realty		\$ 80,000
Due to General Fund for TIF related expenses		\$ 103,520

Total Amount Designated for Project Costs

\$ 4,332,268

TOTAL AMOUNT DESIGNATED

\$ 4,332,268

SURPLUS/(DEFICIT)

\$ (4,420,926)



**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:**

**TIF #5 - Central City**

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

**X**

**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):	
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:	

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

PAGE 1

FY 2019

TIF Name:

TIF #5 - Central City

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

2. The Municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	8

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)	\$ 3,736,720	\$ 200,000	\$ 5,186,720
Public Investment Undertaken	\$ 1,023,552	\$ 4,215	\$ 5,251,980
Ratio of Private/Public Investment	3 41/63		79/80

\*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

**Project 1\*: Metro Inflatable (Fezziwig)**

Private Investment Undertaken (See Instructions)	\$ 113,170		\$ 113,170
Public Investment Undertaken	\$ 30	\$ 15	\$ 34,824
Ratio of Private/Public Investment	3772 1/3		3 1/4

**Project 2\*: Old City Hall**

Private Investment Undertaken (See Instructions)	\$ 800,000		\$ 800,000
Public Investment Undertaken	\$ -	\$ 4,000	\$ 760,900
Ratio of Private/Public Investment	0		1 2/39

**Project 3\*: Bike Surgeon**

Private Investment Undertaken (See Instructions)	\$ 556,550	\$ -	\$ 556,550
Public Investment Undertaken	\$ 476	\$ 200	\$ 285,000
Ratio of Private/Public Investment	1169 2/9		1 20/21

**Project 4\*: 2nd Street Improvements**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,023,046	\$ -	\$ 1,023,046
Ratio of Private/Public Investment	0		0

**Project 5\*: Dover Frontier**

Private Investment Undertaken (See Instructions)	\$ 1,000,000	\$ 200,000	\$ 1,800,000
Public Investment Undertaken	\$ -	\$ -	\$ 1,800,000
Ratio of Private/Public Investment	0		1

**Project 6\*: Do Well Real Estate**

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ 650,000
Public Investment Undertaken	\$ -	\$ -	\$ 401,030
Ratio of Private/Public Investment	0		1 18/29

**Project 7\*: 105 E 1st Street**

Private Investment Undertaken (See Instructions)	\$ 960,000	\$ -	\$ 960,000
Public Investment Undertaken	\$ -	\$ -	\$ 867,180
Ratio of Private/Public Investment	0		1 3/28

**Project 8\*: 131 E 1st Street (BM Realty)**

Private Investment Undertaken (See Instructions)	\$ 307,000	\$ -	\$ 307,000
Public Investment Undertaken	\$ -	\$ -	\$ 80,000
Ratio of Private/Public Investment	0		3 67/80

**Project 9\*:**

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

**Project 10\*:**

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

**Project 11\*:**

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

**Project 12\*:**

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

**Project 13\*:**

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

**Project 14\*:**

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

**Project 15\*:**

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:** TIF #5 - Central City

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
6/1/2015	\$ 6,698,214	\$ 8,110,542

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
	\$ -
St Clair County	\$ 381
SWIC District #522	\$ 162
OFallon District #90	\$ 1,094
OFallon HS District #203	\$ 787
OFallon Library	\$ 61
O'Fallon Township	\$ 26
O'Fallon Road	\$ 101
City of OFallon	\$ 279
	\$ -
	\$ -
	\$ -
	\$ -

**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:

--

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



Certification of the Chief Executive  
Officer of the municipality that the municipality  
had complied with all of the requirements of this Act  
during the preceding fiscal year  
[65 ILCS 5/11-74.1-5 (d) (3) and 5/11-74.6-22 (d) (3)]

I, Herb Roach, the duly elected Mayor of the City of O'Fallon, County of St. Clair, Illinois, State of Illinois, and as such, do hereby certify that the City of O'Fallon has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act during the fiscal year covered by this report (May 1, 2018 – April 30, 2019).

10/24/19  
Date

Herb Roach  
Herb Roach  
Mayor of the City of O'Fallon



“(C) An opinion of legal counsel that the municipality is in compliance with this Act.”  
[65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)]

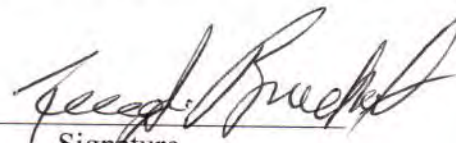
I, Terry Bruckert, am the Tax Increment Financing Attorney for the City of O'Fallon, Illinois and have been such throughout the fiscal year covered by this report (May 1, 2018- April 30, 2019).

I have reviewed all information provided to me by the City administration and staff, and I find that the City of O'Fallon, Illinois has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth hereunder to the best of my knowledge and belief.

This opinion relates only to the time period set forth and is based upon all information available to me as of the end of said fiscal year.

10-25-31

Date

  
Signature

TIF 5 – Central City  
City of O’Fallon  
St. Clair County, Illinois

STATEMENT OF ACTIVITIES TO FURTHER  
OBJECTIVES OF THE REDEVELOPMENT PLAN

Year Ended April 30, 2019

2<sup>nd</sup> Street Road Improvements

The City has retained a traffic engineering firm to undertake traffic surveys, prepare designs and complete staking construction for 2<sup>nd</sup> Street road improvements. The City installed a pedestrian rapid flash beacon at the cross walk of 1<sup>st</sup> Street and Lincoln Avenue. Improvements on the west and east side of 2<sup>nd</sup> Street for drainage and storm water were complete as of 4/30/18.

Fezziwig’s

Fezziwig’s is a small marketplace that the City contracted with the developer to renovate the existing building for a retail business. The project was complete as of 5/31/2016.

Old City Hall

Brad McMillin acquired from the City the real estate property located at 200 North Lincoln (Old City Hall and the adjoining vacant land). As part of the purchase agreement, the developer agreed to renovate the building in such a way as to preserve the City’s historical landmark. Renovations were complete as of 4/30/18.

Bike Surgeon

The Bike Surgeon is an Illinois corporation that the City contracted with the developer to renovate the existing building for a bicycle shop. Interior renovations are complete. The façade was updated in November of 2018.

Do Well Real Estate

The City has contracted with Do Well Real Estate, LLC to bring the property at 2 S. Lincoln back to productive use by providing commercial space in the City of O’Fallon. To date there has been no activity. In January, the developer was put on notice that per Section 8 of the Agreement, the project was to commence within 18 months of the execution of the Agreement dated 6/5/2017. He has until 6/30/2020 to demolish the current building and substantially complete the redevelopment project as described in his agreement or lose the entire TIF benefit as described in Exhibit A of the Agreement.

Dover Frontier

The City has contracted with the owner of the property at Southview Plaza, Dover Frontier, LLC to demolish the existing structures, conduct environmental remediation of the area, relocate utilities and complete site grading and excavation. Most of the property has been demolished. The last building will be razed when the current tenant relocates.

#### 105 and 109 East First Street

105 East First LLC acquired 105 and 109 East First Street with the intention to fully rehab the interior and exterior of the building so that it could be leased to qualified tenants. This was a full rehab where all environmental, structural and mechanical issues were remediated or made to like new conditions. The renovations are complete, and the building was occupied in October 2018. The first tenant is a shop for pet supplies/services.

#### Brad McMillin Realty, Inc.

The property at 131 East First Street was acquired with the intention to construct a building that blends with downtown architecture and will solidify and strengthen sustainable growth in the downtown area. The proposed structure will be a 3,300 square foot single level structure. Construction was still on-going as of 4/30/19. The space is split in half and has been pre-leased to a popular local coffee and cupcake bar and an established financial advisor company.





A02610860

MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL

04/25/2019 09:14:25AM

TOTAL FEE: \$30.00

PAGES: 14

After recording please return to

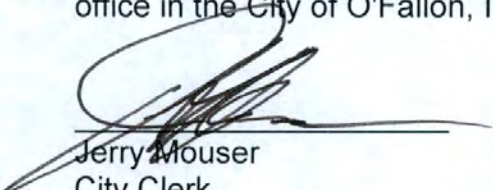
City Clerk  
City of O'Fallon  
255 S. Lincoln  
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair  
County Recorder's office)

### CITY CLERK'S CERTIFICATE

I, Jerry Mouser, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2019-29 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 1st day of April 2019, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 25TH day of APRIL 2019.

  
Jerry Mouser  
City Clerk  
St. Clair County, O'Fallon, Illinois





**CITY OF O'FALLON, ILLINOIS**

**RESOLUTION 2019 - 29**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT WITH 105 EAST FIRST, LLC**

**WHEREAS,** the City of O'Fallon, St. Clair County, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment ("TIF") Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act"), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer's undertaking and performance of such project; and

**WHEREAS,** the City authorized preparation of a redevelopment plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central City Redevelopment Area" (the "Redevelopment Plan"), with established geographic boundaries (hereinafter the "Redevelopment Project Area") for the City of O'Fallon, St. Clair County, Illinois; and

**WHEREAS,** in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the "Council") held on May 4, 2015, notice of such hearing having been given in accordance with the TIF Act; and

**WHEREAS,** the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:

- (1) Ordinance No. 3885, approving the Redevelopment Plan and Project,
- (2) Ordinance No. 3886, designating the Redevelopment Project Area, and
- (3) Ordinance No. 3887, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore ("Special Tax Allocation Fund"); and

**WHEREAS,** 105 East First, LLC ("Developer") has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within the Redevelopment Project Area (the "Project Area"). The City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Resolution) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

**WHEREAS,** the Council desires to enter into an agreement ("Redevelopment Agreement") with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

**WHEREAS,** the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create



jobs, to further the development of O'Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

**WHEREAS,** pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON AS FOLLOWS:**

1. That the preceding recitations in the upper part of this Resolution are realleged, restated and adopted as paragraph one (1) of this Resolution; and
2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Redevelopment Project; and
3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A" ("Redevelopment Agreement").
4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof; and
5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution; and
6. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid; and
7. This Resolution shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois; and
8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry




out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Resolution; and

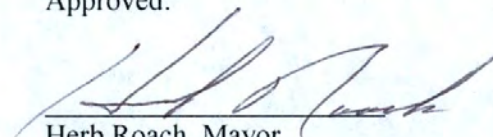
9. All Resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Resolution shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

Resolved by the Mayor and City Council of the City of O'Fallon this 1st day of April 2019.

Attest:

  
\_\_\_\_\_  
Jerry Mouser, City Clerk

Approved:

  
\_\_\_\_\_  
Herb Roach, Mayor

# Exhibit "A"

## REDEVELOPMENT AGREEMENT

**This Agreement** is entered into on the date and by execution shown hereafter, by and between the **City of O'Fallon**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and 105 East First, LLC, an Illinois limited liability company (hereinafter collectively referred to as "the Developer").

### PREAMBLE

**WHEREAS**, the Developer owns the following described real estate located at 105-109 East First Street in the City of O'Fallon, St. Clair County (the "Property"):

Lot 25 in Block 4 of "O'FALLON STATION"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds "I-2" on pages 564 and 565. Subject to conditions, easements, restrictions and reservations.

Situated in the County of St. Clair and the State of Illinois

Parcel No. 04-29-0-304-002 Property Address" 105 East First Street O'Fallon, IL 62269

**WHEREAS**, the City desires to encourage the Developer to renovate the existing building, so that it can be leased to a qualified tenant in the City of O'Fallon (which renovation is hereinafter referred to as the "Project");

**WHEREAS**, it is the desire of the City and the Developer that the City assist in the improvements for the Project under the City's grant of authority pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 through 11-74.4-11, as amended [the "TIF Act"]);

**WHEREAS**, the Developer has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward;

**WHEREAS**, financing the construction of the renovated building is consistent with the objectives of the City's Comprehensive Plan;

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the parties, for and in consideration of the representations relative to the proposed improvements of said real property owned by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.

**Section 2. Obligation of the Developer.**



- a. Upon the approval by the City of the Development Agreement, the Developer shall proceed with the Project as described above. The Project shall be substantially complete within one (1) year of the date of execution of this Development Agreement.
- b. The Developer shall at all times undertake the Developer's Development Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes.

**Section 3. Obligation of the City.** In consideration of the Developer's undertaking of the Project, including the incurring of Reimbursable Redevelopment Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes generated from Project and deposited into the Special Tax Allocation Fund in accordance with this Agreement to pay Reimbursable Project Costs incurred by the Developer, subject to the following:

- a. The City will reimburse 75% of the incremental EAV generated by the development of this Property until the expiration of this TIF District on June 1, 2038, or until the maximum funding amount is reached, whichever comes first. The developer must supply proof of tax payments, showing the EAV each year.

- b. Eligible Costs City will consider –

Land Acquisition, Renovation of Existing Building, Site Improvements, Legal, Architectural & Engineering Fees (A detailed breakdown of the eligible costs is shown in the Estimated Budget that is attached as Exhibit A).

Total Estimated Eligible Costs            \$1,017,180.00

- c. The Developer shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Developer for completion of the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Developer's costs incurred for the Project. These Requests shall be submitted in a timely manner each year until the total eligible cost tallies to at least \$1,017,180.00. The Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.
- d. The City's finance director (or designee as the case may be), shall approve or disapprove a request for payment by written notice to the Developer within 90 days after receipt of the request. Approval of a request will not be unreasonably withheld. If a request is disapproved, the reasons for disapproval will be set forth in writing; and the Developer shall resubmit the request with such additional information as may be required, and the same procedures as set forth herein for the initial submission shall apply for such resubmittals.



- e. Reimbursement of approved Project costs shall be made annually no later than April 30<sup>th</sup> and upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse the Developer for approved Project costs, such costs shall be reimbursed in subsequent years.
- f. Prior to making an annual payment to the Developer for reimbursement of approved redevelopment project costs, the Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full.
- g. The City's Finance Department shall maintain an account of all payments to the Developer under this Agreement and may set up sub-accounts to track the tax increment, and payments made to the Developer for this Property.
- h. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES GENERATED BY THE PROJECT ON THE PROPERTY AND DEPOSITED IN THE CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.
- i. The City's obligations to reimburse the Developer for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
  - 1. Developer's voluntary or involuntary bankruptcy; or
  - 2. Sale of the Developer's building without the City's written approval.

**Section 4. 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 (i) the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, 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 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party or any



successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Termination.** In the event that the Project is not substantially completed within one (1) year after the execution of this Agreement, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Developer shall not be entitled to any further financial assistance from the City. In addition, if the Developer fails to complete the Project, the Developer shall reimburse the City for any monies it received pursuant to this Agreement

**Section 7. Assignment.** This Agreement may not be assigned by the Developer without prior written approval of the City, which shall not be unreasonably withheld.

**Section 8. Partial Invalidity.** 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 the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 9. Miscellaneous.** Developer represents that signee has the authority to enter into this Agreement.

**Section 10. 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 (3<sup>rd</sup>) 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:

Attention: David C. Roberson  
105 East First, LLC  
213 Woodland Court  
O'Fallon, IL 62269

To the City:

Attention: City Clerk  
City of O'Fallon  
255 South Lincoln Avenue  
O'Fallon, IL 62269



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

(SEAL)

CITY OF O'FALLON, ILLINOIS

By: [Signature]  
Herb Roach, Mayor

Attest:

By: [Signature]  
Jerry Mouser, City Clerk



Developer:

105 EAST FIRST, LLC

By: [Signature]  
David C. Roberson, Managing Member

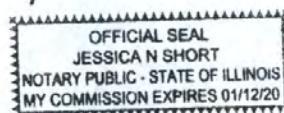
STATE OF ILLINOIS                     )  
  )  
COUNTY OF ST. CLAIR                )

On this 16 day of April, 2019, before me appeared David C. Roberson, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My term expires:  
1/12/2020





COMMUNITY DEVELOPMENT DEPARTMENT  
255 S. Lincoln Avenue, 2<sup>nd</sup> Floor  
O'Fallon, IL 62269  
Phone: (618) 624-4500 x4  
Fax: (618) 624-4534

**TIF REDEVELOPMENT AGREEMENT APPLICATION**

Date: 2/5/2019 Zoning District: \_\_\_\_\_ Application Fee: \$1,000

**I. APPLICANT INFORMATION**

Project Name: 105 + 109 East First St.  
Project Address: 105 + 109 East First St. O'Fallon, IL 62269  
Property Owner(s): Richard Huskey, Mike Truran, David Roberson  
Mailing Address: 213 Woodland Ct.  
City: O'Fallon State: IL Zip: 62269  
Phone: 618-973-4291 Fax: \_\_\_\_\_ Email: dcrobes@gmail.com  
Applicant Name (if different than Owner): \_\_\_\_\_ ☐ Contractor  
Mailing Address: \_\_\_\_\_ ☐ Tenant  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**IF APPLICANT IS NOT THE PROPERTY OWNER,  
SUBMIT SIGNED AUTHORIZATION FORM ON PAGE 3**

**II. AUTHORIZATION TO APPLY**

In making this application, the applicant represents all of the statements and information contained therein to be a true description of the redevelopment project. Any and all final decisions on TIF redevelopment agreements shall be made by the O'Fallon City Council.

Applicant Signature: [Signature] Date: 2/5/2019



### III. SUBMITTAL REQUIREMENTS

- ☐ Narrative describing the proposed business and overview of the construction work to be completed
- ☐ Architectural renderings of any exterior improvements
- ☐ Floor plans for any interior modifications
- ☐ Itemized list showing estimated costs

#### STAFF USE ONLY

##### Planning & Zoning Division Approval:

Approved by: \_\_\_\_\_

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

##### City Council Approval

Approved by: \_\_\_\_\_

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

Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Community Development Department  
255 South Lincoln Avenue  
O'Fallon, IL 62269  
Phone: 618-624-4500 Ext. 4  
Fax: 618-624-4534



OWNER'S AUTHORIZATION FORM  
ATTACHMENT TO TIF REDEVELOPMENT AGREEMENT

**Submit this signed permission form when the property owner is not the applicant**

DATE: 2/5/2019

TO: COMMUNITY DEVELOPMENT DEPARTMENT  
CITY OF O'FALLON

Purpose: Authorization to apply for TIF economic development incentives

I, David C. Roberson, property owner or authorized agent of the  
property located at 105 + 109 East First St. O'Fallon, IL 62269  
have reviewed and authorized the redevelopment project and associated TIF request.

Signature: David C. Roberson

Date: 2/5/2019

Print name: David C. Roberson

105 East First LLC acquired 105 and 109 East First St. in O'Fallon IL with intention to fully rehab the interior and exterior of the building so that it could be leased to a qualified tenant. This was a full gut/rehab where all environmental, structural, and mechanical issues were remediated or will be to like new conditions.

Exhibit "A"

Estimated Budget - 105 East First LLC

Category	Cost
Purchase Price	\$200,000
Environmental Testing	\$6,055
Legal	\$15,000
Abatement & Demo	\$51,100
Permits	\$250
Architect & Engineer	\$25,875
Electrical	\$57,000
Plumbing	\$70,000
Hip Roof Repair & Replace	\$57,889
Concrete - Rear	\$5,335
Brick and Foundation Work	\$25,450
Roofing	\$29,000
Store Front Windows	\$30,161
Exterior Paint	\$11,188
Waterproofing - Basement	\$15,799
Fencing	\$2,145
Plaster Repair	\$4,933
Flooring	\$45,000
Insulation	\$15,000
HVAC	\$75,000
New Stairs	\$125,000
Tenant Finishes	\$150,000
Total	\$1,017,180
Total Improvements	\$986,770





\* A 0 2 6 1 0 8 6 1 1 6 \*

A02610861

MICHAEL T. COSTELLO  
RECORDER OF DEEDS  
ST. CLAIR COUNTY  
BELLEVILLE, IL

04/25/2019 09:14:26AM

TOTAL FEE: \$30.00

PAGES: 16

After recording please return to

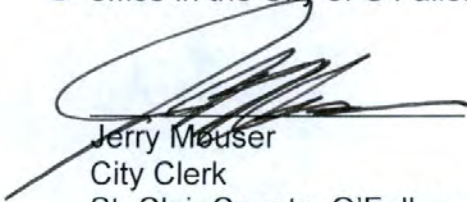
City Clerk  
City of O'Fallon  
255 S. Lincoln  
O'Fallon, Illinois 62269

(The space above is reserved for use by the St. Clair  
County Recorder's office)

### CITY CLERK'S CERTIFICATE

I, Jerry Mouser, City Clerk for said City of O'Fallon, duly elected, qualified and acting, and keeper of the records and seals thereof, do hereby certify the foregoing to be a true, complete and correct copy of Resolution Number 2019-30 duly passed by the City Council of the City of O'Fallon at a Regular meeting of said City Council on the 1st day of April 2019, as the said matter appears on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said City at my office in the City of O'Fallon, Illinois this 25TH day of APRIL 2019.

  
Jerry Mouser  
City Clerk  
St. Clair County, O'Fallon, Illinois



**CITY OF O'FALLON, ILLINOIS**

**RESOLUTION 2019 - 30**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE REDEVELOPMENT AGREEMENT WITH BRAD MCMILLIN REALTY, INC.**

**WHEREAS,** the City of O'Fallon, St. Clair County, Illinois (the "City") has the authority to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment ("TIF") Act, constituting Section 65 ILCS 5/11-74.4-1, et. seq., as amended (the "TIF Act"), to share a portion of the incremental tax revenue generated by the redevelopment project with the developer of such project to induce the developer's undertaking and performance of such project; and

**WHEREAS,** the City authorized preparation of a redevelopment plan entitled "City of O'Fallon, Illinois Tax Increment Financing Redevelopment Plan – Central City Redevelopment Area" (the "Redevelopment Plan"), with established geographic boundaries (hereinafter the "Redevelopment Project Area") for the City of O'Fallon, St. Clair County, Illinois; and

**WHEREAS,** in accordance with the TIF Act, the City (i) convened a joint review board which performed all actions required under the TIF Act, and (ii) held and conducted a public hearing with respect to the Redevelopment Plan and Redevelopment Project Area described in such Redevelopment Plan at a meeting of the Mayor and City Council (the "Council") held on May 4, 2015, notice of such hearing having been given in accordance with the TIF Act; and

**WHEREAS,** the Council, after giving all notices required by law, and after conducting all public hearings required by law, adopted the following ordinances:

- (1) Ordinance No. 3885, approving the Redevelopment Plan and Project,
- (2) Ordinance No. 3886, designating the Redevelopment Project Area, and
- (3) Ordinance No. 3887, adopting Tax Increment Financing for the Redevelopment Project Area and establishing a special tax allocation fund therefore ("Special Tax Allocation Fund"); and

**WHEREAS,** Brad McMillin Realty, Inc. ("Developer") has submitted a Redevelopment Proposal providing for a redevelopment project to be undertaken by the Developer within the Redevelopment Project Area (the "Project Area"). The City and Developer reasonably expect that completion of the redevelopment project (as defined in the Redevelopment Agreement to be approved by this Resolution) will generate additional tax revenues and economic activity in furtherance of the goals of the Redevelopment Plan; and

**WHEREAS,** the Council desires to enter into an agreement ("Redevelopment Agreement") with the developer to implement certain portions of the Redevelopment Plan and to enable the developer to carry out the development project; and

**WHEREAS,** the City is desirous of having the Project Area developed for such uses as identified in the Redevelopment Proposal in order to serve the needs of the community, to create



jobs, to further the development of O'Fallon, and to produce increased tax revenues and enhance the tax base of the City and the various taxing districts which are authorized to levy taxes within the Redevelopment Area; and the City, in order to stimulate and induce the development of the Project, has agreed to apply TIF revenues under the TIF Act and the Redevelopment Plan to finance the reimbursable redevelopment project costs (as defined in the Redevelopment Agreement) with the Developer; and

**WHEREAS,** pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement with the Developer.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF O'FALLON AS FOLLOWS:**

1. That the preceding recitations in the upper part of this Resolution are realleged, restated and adopted as paragraph one (1) of this Resolution; and
2. The Council finds and determines that it is necessary and desirable to enter into an agreement with the Developer to implement certain portions of the Redevelopment Plan and to enable the Developer to carry out the Redevelopment Project; and
3. The Council hereby approves the Redevelopment Agreement in substantially the form attached hereto as Exhibit "A" ("Redevelopment Agreement").
4. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement between the City and Developer, and the City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same, such official signatures thereon being conclusive evidence of their approval and the City's approval thereof; and
5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution; and
6. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid; and
7. This Resolution shall be governed exclusively by, and construed in accordance with, the applicable laws of the State of Illinois; and
8. The Mayor is hereby authorized and directed to execute and deliver on behalf of the City, and the City Clerk is hereby authorized and directed where appropriate to attest, all certificates, documents, agreements or other instruments, and the Mayor or his designated representative is hereby authorized and directed to take any and all actions, as may be necessary, desirable, convenient or proper to carry

out and comply with the provisions of all agreements or contracts, necessary or reasonable incidental to the implementation of this Resolution; and

9. All Resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Resolution shall take effect and be in full force from and after the date of its passage by the City Council and approval by the Mayor as provided by law.

Resolved by the Mayor and City Council of the City of O'Fallon this 1st day of April 2019.

Attest:

  
Jerry Mouser, City Clerk

Approved:

  
Herb Roach, Mayor



# Exhibit "A"

## REDEVELOPMENT AGREEMENT

**This Agreement** is entered into on the date and by execution shown hereafter, by and between the **City of O'Fallon**, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and Brad McMillin Realty, Inc., an Illinois Incorporation (hereinafter collectively referred to as "the Developer").

### PREAMBLE

**WHEREAS**, the Developer owns the following described real estate located at 131 East First Street in the City of O'Fallon, St. Clair County (the "Property");

Lot 30 in Block 4 of "O'FALLON STATION"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Deeds "I-2" on pages 564 and 565. Excepting the Easterly 6 feet thereof.

Situated in the County of St. Clair and the State of Illinois

Parcel No. 04-29-0-304-007 Property Address: 131 East First Street O'Fallon, IL 62269

**WHEREAS**, the City desires to encourage the Developer to renovate the existing building, so that it can be leased to a qualified tenant in the City of O'Fallon (which renovation is hereinafter referred to as the "Project");

**WHEREAS**, it is the desire of the City and the Developer that the City assist in the improvements for the Project under the City's grant of authority pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 through 11-74.4-11, as amended [the "TIF Act"]);

**WHEREAS**, the Developer has informed the City, and the City hereby specifically finds, that without the financial support that may be provided pursuant to the "TIF Act" to reimburse some of the Project costs, the Project is not financially feasible, and the Project will not move forward;

**WHEREAS**, financing the construction of the renovated retail building is consistent with the objectives of the City's Comprehensive Plan;

**NOW, THEREFORE**, in consideration of the premises and agreements set forth below, the parties, for and in consideration of the representations relative to the proposed improvements of said real property owned by the Developer, hereby agree as follows:

**Section 1. Incorporation of Recitals.** The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct, and said recitals are hereby incorporated into the Agreement as though they were fully set forth in this Section 1.



## **Section 2. Obligation of the Developer.**

- a. Upon the approval by the City of the Development Agreement, the Developer shall proceed with the Project as described above. The Project shall be substantially complete within one (1) year of the date of execution of this Development Agreement.
- b. The Developer shall at all times undertake the Developer's Development Project, including any related activities in connection therewith, in conformance with this Agreement, all applicable federal and state laws, rules and regulations and all City Codes.

**Section 3. Obligation of the City.** In consideration of the Developer's undertaking of the Project, including the incurring of Reimbursable Redevelopment Project Costs under the Redevelopment Plan, the City hereby pledges and agrees to apply the Incremental Property Taxes generated from Project and deposited into the Special Tax Allocation Fund in accordance with this Agreement to pay Reimbursable Project Costs incurred by the Developer, subject to the following:

- a. The City will reimburse 75% of the incremental EAV generated by the development of this Property until the expiration of this TIF District on June 1, 2038, or until the maximum funding amount is reached, whichever comes first. The developer must supply proof of tax payments, showing the EAV each year.
- b. Eligible Costs City will consider –

Land Acquisition, Renovation of Existing Building, Site Improvements, Interest, Architectural & Engineering Fees (A detailed breakdown of the eligible costs is shown in the Concept Plan that is attached as Exhibit A).

Total Estimated Eligible Costs          \$93,000.00

- c. The Developer shall submit to the City's Director of Finance a written statement setting forth the amount of cost incurred by the Developer for completion of the Project. Each Request shall be accompanied by such bills, invoices, lien waivers or other evidence as the City may reasonably require for documenting the Developer's costs incurred for the Project. These Requests shall be submitted in a timely manner each year until the total eligible cost tallies to at least \$93,000.00. The Developer may continue to provide Requests until all Project costs have been incurred and the Project is completed.
- d. The City's finance director (or designee as the case may be), shall approve or disapprove a request for payment by written notice to the Developer within 90 days after receipt of the request. Approval of a request will not be unreasonably withheld. If a request is disapproved, the reasons for disapproval will be set forth in writing; and the Developer shall resubmit the request with such additional information as may be required, and the same procedures as set forth herein for the initial submission shall apply for such resubmittals.



- e. Reimbursement of approved Project costs shall be made annually no later than April 30<sup>th</sup> and upon receipt from the County of the property tax proceeds for the applicable tax year. Approved Project costs shall only be reimbursed to the extent that tax increment is generated by the Property and if there are monies available for such purpose. To the extent money is not available to reimburse the Developer for approved Project costs, such costs shall be reimbursed in subsequent years.
- f. Prior to making an annual payment to the Developer for reimbursement of approved redevelopment project costs, the Developer shall provide evidence that the real property tax bill for the Property for the applicable tax year has been paid in full.
- g. The City's Finance Department shall maintain an account of all payments to the Developer under this Agreement and may set up sub-accounts to track the tax increment, and payments made to the Developer for this Property.
- h. THE CITY'S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES GENERATED BY THE PROJECT ON THE PROPERTY AND DEPOSITED IN THE CITY'S FUNDS FROM TIME TO TIME AND SHALL NOT BE A GENERAL OBLIGATION OF THE CITY OR SECURED BY THE FULL FAITH AND CREDIT OF THE CITY.
- i. The City's obligations to reimburse the Developer for eligible TIF Project Costs, pursuant to Section 3 of this agreement, shall terminate upon the occurrence of any of the following:
  - 1. Developer's voluntary or involuntary bankruptcy; or
  - 2. Sale of the Developer's building without the City's written approval.

**Section 4. 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 (i) the failure of the Developer or any contractor, subcontractor or agent or employee thereof to timely pay any contractor, subcontractor, laborer or materialman; (ii) from any default or breach of the terms of this Agreement by the Developer; or (iii) from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, 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 5. Default and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or conditions of this Agreement by either party or any successor or assign, the defaulting or breaching party (or successor or assign) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach as follows: (a) in the event of a nonmonetary default, within thirty (30) days after receipt of notice, commence to cure or remedy such default, and (b) in the event of a monetary default, within ten (10) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party. If either party shall prevail in any court proceeding to enforce any term, covenant or condition hereof, the non-prevailing party shall reimburse the prevailing party its costs and reasonable attorneys' fees on account of such proceeding.

**Section 6. Termination.** In the event that the Project is not substantially completed within one (1) year after the execution of this Agreement, the City may terminate this Agreement. If the City terminates this Agreement in accordance with this paragraph, Developer shall not be entitled to any further financial assistance from the City. In addition, if the Developer fails to complete the Project, the Developer shall reimburse the City for any monies it received pursuant to this Agreement

**Section 7. Assignment.** This Agreement may not be assigned by the Developer without prior written approval of the City, which shall not be unreasonably withheld.

**Section 8. Partial Invalidity.** 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 the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**Section 9. Miscellaneous.** Developer represents that signee has the authority to enter into this Agreement.

**Section 10. 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 (3<sup>rd</sup>) 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:

Attention: Brad McMillin  
Brad McMillin Realty, Inc.  
1415 W. US Highway 50  
O'Fallon, IL 62269

To the City:

Attention: City Clerk  
City of O'Fallon  
255 South Lincoln Avenue  
O'Fallon, IL 62269

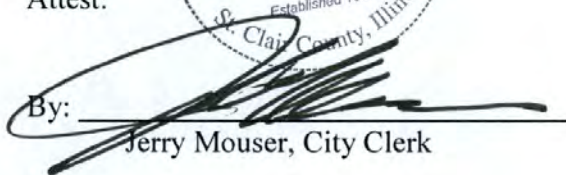


IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals, if applicable, to be affixed thereto, and attested as to the date first above written.

(SEAL)

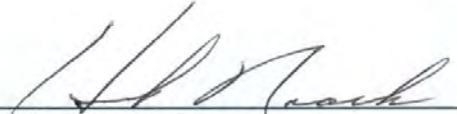
CITY OF O'FALLON, ILLINOIS

Attest:

By:   
Jerry Mouser, City Clerk



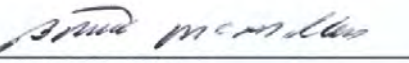
By:

  
Herb Roach, Mayor

Developer:

BRAD MCMILLIN REALTY, INC.

By:

  
Brad McMillin

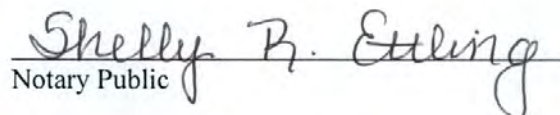
STATE OF ILLINOIS )  
COUNTY OF ST. CLAIR )

On this 2 day of April, 2019, before me appeared BRAD MCMILLIN, who being, by me duly sworn, did say that he is the Mayor, City of O'Fallon, Illinois, a home rule unit of government of the State of Illinois, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of the City Council of the City; and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

10/31/21

  
Notary Public



**131 East First Street  
O'Fallon, Illinois  
Estimated Cost of Project**

	<u>Est Amount</u>
Architect Fees	4,500.00
Concrete - Footings	8,500.00
Site Grading/Prep	40,000.00
Electric - To building	12,000.00
Plumbing (Service to bldg grease trap)	9,500.00
Land	10,000.00
Permits - water/sewer/bldg	<u>8,500.00</u>
 TOTAL TIF ELIGIBLE	 <u><u>93,000.00</u></u>





O'FALLON  
OCT 09 2018  
CITY PAID

COMMUNITY DEVELOPMENT DEPARTMENT  
255 S. Lincoln Avenue, 2<sup>nd</sup> Floor  
O'Fallon, IL 62269  
Phone: (618) 624-4500 x4  
Fax: (618) 624-4534

RECEIVED OCT 08 2018

**TIF REDEVELOPMENT AGREEMENT APPLICATION**

Date: September 10, 2018

Zoning District: \_\_\_\_\_

Application Fee: \$1,000

*deposit\**

**I. APPLICANT INFORMATION**

Project Name: First Street Exchange

Project Address: 131 East First Street

Property Owner(s): Brad McMillin

Mailing Address: 1415 W. US Hwy 50

City: O'Fallon

State: IL

Zip: 62269

Phone: 618-624-4471

Fax: 618-624-4496

Email: bmcmillin@midwestbelltone.com  
khavise@midwestbelltone.com

Applicant Name (if different than Owner): \_\_\_\_\_

☐ Contractor  
☐ Tenant

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**IF APPLICANT IS NOT THE PROPERTY OWNER,**  
**SUBMIT SIGNED AUTHORIZATION FORM ON PAGE 3**

**II. AUTHORIZATION TO APPLY**

In making this application, the applicant represents all of the statements and information contained therein to be a true description of the redevelopment project. Any and all final decisions on TIF redevelopment agreements shall be made by the O'Fallon City Council.

Applicant Signature: Brad McMillin

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

### III. SUBMITTAL REQUIREMENTS

- ☒ Narrative describing the proposed business and overview of the construction work to be completed
- ☒ Architectural renderings of any exterior improvements
- ☒ Floor plans for any interior modifications
- ☒ Itemized list showing estimated costs

#### STAFF USE ONLY

##### Planning & Zoning Division Approval:

Approved by: Justin J. R. Hall Date: 4.17.19

##### City Council Approval

Approved by: Tal K. S. M. Date: 4/12/19

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Brad McMillin and Related Entities  
Narrative for TIF Application

Brad McMillin and related entities (final entity to be determined) has purchased the property at 131 East First Street in O'Fallon, Illinois and respectively submit this application for Redevelopment Agreement and Tax Increment Financing (TIF).

Brad McMillin recognizes the importance the city and community has placed on the continued redevelopment of the city's downtown area and is excited about this property. He is committed to achieving a greater level of public benefit and project performance through the development of this property and subsequent construction of a building that blends with downtown architecture and will further solidify and strengthen sustainable growth in the downtown area. He is confident that the project will be successful given:

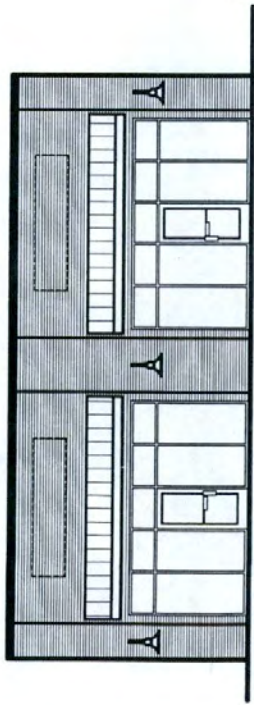
- An experienced and financially strong developer and development team with a history of past performance of similar type and larger scale projects having been completed on time and within budget.
- A development plan which is in compliance with the O'Fallon Building Code, the Downtown O'Fallon Area Action Plan, and the redevelopment goals of this document.
- Neighborhood appropriate and financially feasible tenants that will continue the positive momentum already established in the downtown area.

The proposed building will be a 3,300 asf single level structure. Half the space is currently pre-leased to a popular local coffee and cupcake bar. We also have a very strong tenant that we believe will execute a lease agreement for the remaining square footage and blends well with the coffee/cupcake bar.

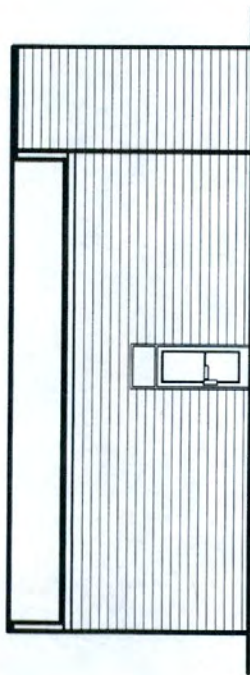
For plans and exterior elevation please see Exhibit A.

**131 East First Street  
O'Fallon, Illinois  
Estimated Cost of Project  
(Subject to Change - "white box" costs)**

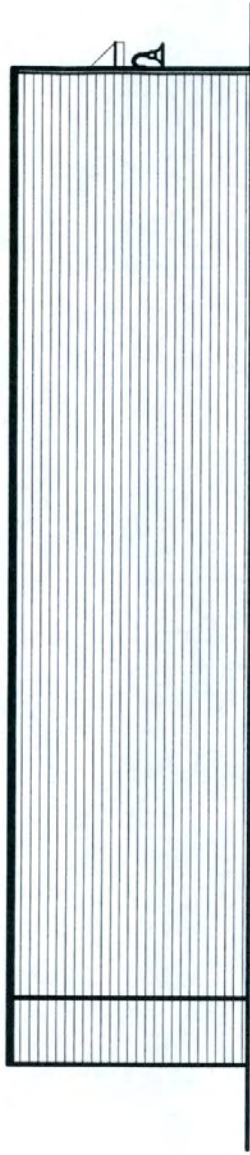
	<u>Est Amount</u>
Concrete	22,000.00
Store Front	12,000.00
Lumber	6,500.00
OSB	1,800.00
Trusses	16,000.00
T&G - Roof	2,200.00
Framing	29,000.00
Roof	20,000.00
Brick	25,000.00
Siding	12,000.00
Electric Rough-In	15,000.00
Plumbing Rough-In	12,000.00
Miscellaneous	30,000.00
Land	10,000.00
Sheetrock	16,000.00
Permits	20,000.00
HVAC (no duct)	<u>30,000.00</u>
	<u><u>279,500.00</u></u>



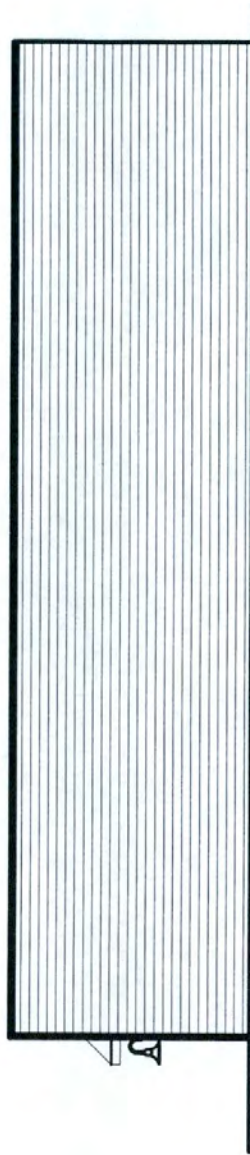
FRONT ELEVATION  
SCALE 1/4" = 1'-0"



BACK ELEVATION  
SCALE 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SCALE 1/4" = 1'-0"

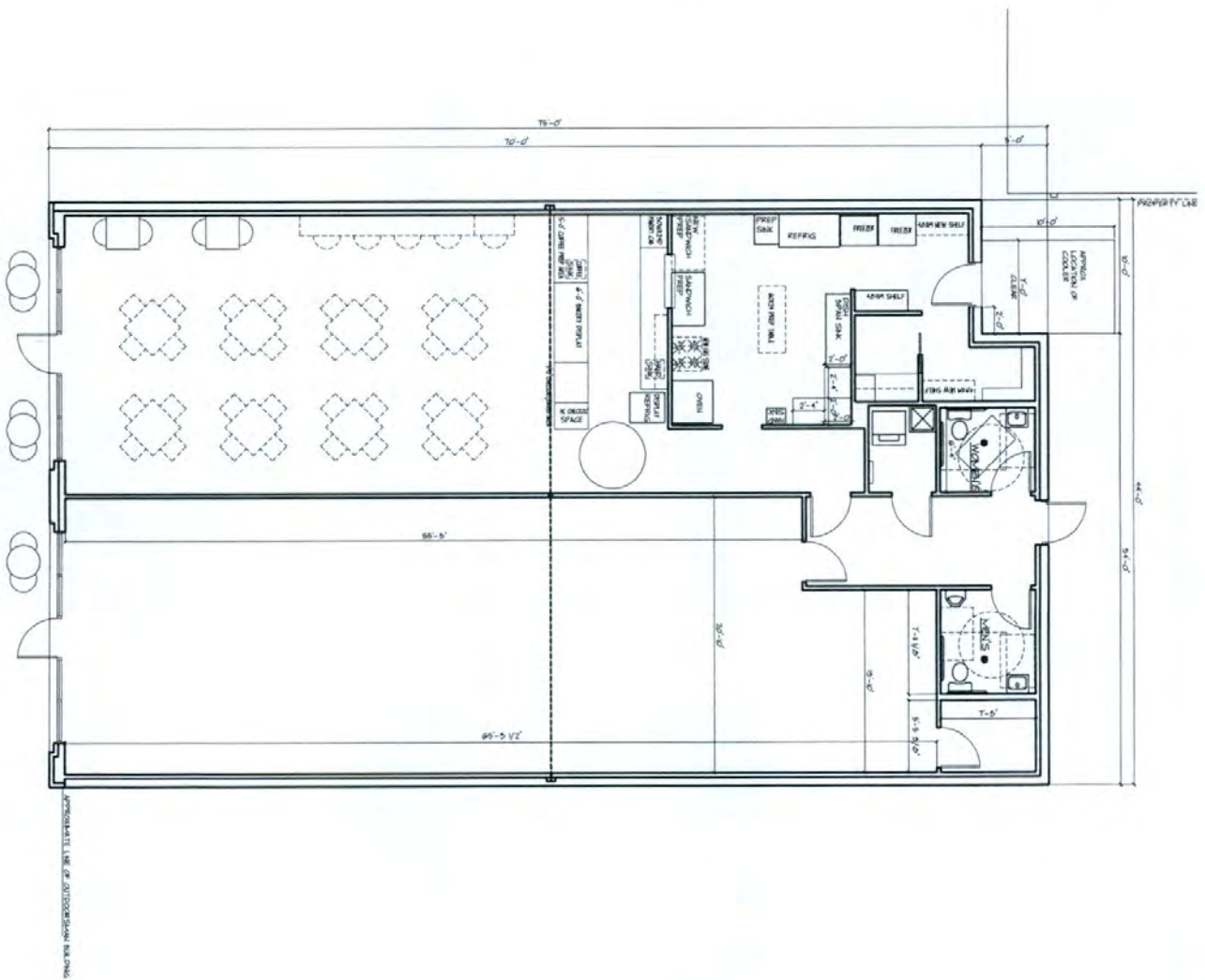


RIGHT SIDE ELEVATION  
SCALE 1/4" = 1'-0"



# FLOOR PLAN

SCALE: 1/8" = 1'-0"



<b>A1.1</b> OF 2	<b>PROFESSIONAL DESIGN</b> FROM LICENSE # 164-000883 SHEET	<b>REVISIONS:</b> DATE: APRIL 16, 2019 DRAWN BY: M.A.B. JOB NUMBER: 00454	<b>BRAD McMILLIN REALTY</b> 311 EAST FIRST STREET O'FALLON, IL 62259 SHEET:	<b>PROJECT:</b> A NEW BUILDING FOR: <b>BRAD McMILLIN REALTY</b> 311 EAST FIRST STREET O'FALLON, IL 62259	<b>ARCHITECT:</b> Michelle Braddock, AIA Designer/Architect 4916 Southview   Springfield, IL 62780 Tel: (417) 812-4740 Fax: (417) 812-4868 Mobile: (417) 744-0567 mbraddock@braddockandcompany.com	<b>Civil Engineer:</b> RDC REYNOLDS DESIGN & CONSULTING 4916 Southview   Springfield, IL 62780 Tel: (417) 812-4740 Fax: (417) 812-4868 Mobile: (417) 744-0567 rdc@braddockandcompany.com	<b>REGISTERED ARCHITECT:</b> Total: 2, 10/10/19 Braddock: 10/10/19 Braddock: 10/10/19
	A NEW BUILDING FOR: <b>BRAD McMILLIN REALTY</b> 311 EAST FIRST STREET O'FALLON, IL 62259 SHEET:						

**Joint Review Board Meeting  
Tax Increment Financing  
Redevelopment Project Area  
City of O'Fallon, Illinois**

**April 30, 2019  
Meeting Minutes  
TIF #5 Central City**

Draft minutes of the annual meeting of the Joint Review Board held at City Hall, 255 S. Lincoln Ave, O'Fallon, Illinois on April 30, 2019.

Call to order occurred at 3:30 pm

It was confirmed that City Administrator, Walter Denton, would serve as the City Representative.

**ROLL CALL:**

Taxing District Representatives: A Hoerner (SWIC), P Cavins (District #90),  
R Stubblefield (SCC), G Ahle (O'Fallon Township)

City Representative: W Denton

Others: T Bruckert, T Shekell, S Evans, D Arell-Martinez, R Costello, G Litteken

The Board voted and approved Debbie Arell-Martinez to serve as the Public Member of the Joint Review Board.

The Board appointed Sandy Evans to take minutes of the meeting.

The Board approved the last JRB meeting minutes.

**OTHER BUSINESS:**

The annual TIF report for fiscal year 2018 was presented. Most of the demolition in Southview Plaza is complete. Demolition is on hold until Papa John's moves out. They are looking for a new location. Per the lease agreement, Papa John's does not need to vacate the property until they find a new location. There are no plans for redevelopment until the demolition is complete. The downtown Vine Street Market opens May 11. The green building currently under rehabilitation is hoping for two tenants. Community Development knows there have been several inquiries regarding property on the west of town. There were no other questions or discussion.

Motion to adjourn by W Denton and 2<sup>nd</sup> by D Arell-Martinez at 3:40 pm.

Next Meeting: TBD