

FY 2024
**ANNUAL TAX INCREMENT FINANCE
 REPORT**



SUSANA A. MENDOZA
 ILLINOIS STATE COMPTROLLER

Name of Municipality: Springfield Reporting Fiscal Year: **2024**
 County: Sangamon Fiscal Year End: **2/28/2024**
 Unit Code: 083/120/30

FY 2024 TIF Administrator Contact Information-Required			
First Name: <u>Valera</u>	Last Name: <u>Yazell</u>		
Address: <u>800 E. Monroe Suite 107</u>	Title: <u>Director-Planning & Economic Development</u>		
Telephone: <u>(217)789-2377</u>	City: <u>Springfield</u>	Zip: <u>62701</u>	
E-mail: <u>Valera.Yazell@springfield.il.us</u>			

I attest to the best of my knowledge, that this FY 2024 report of the redevelopment project area(s)
 in the **City/Village of: Springfield**
 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.].

Valera Yazell 11/4/24
 Written signature of TIF Administrator Date

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

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated MM/DD/YYYY	Date Terminated MM/DD/YYYY
4-SHA (Madison Park)	12/16/1999	

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

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

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

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (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 (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality, setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage, and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	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	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 2,762,198

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	\$ 261,193	\$ 4,907,330	97%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 56,184	\$ 149,266	3%
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 \$ 317,377

Cumulative Total Revenues/Cash Receipts \$ 5,056,596 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 259,231

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 259,231

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 58,146

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 2,820,344

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

Previous Year Explanation:

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		\$ -
2. Annual administrative cost.		
Personal Services	7,623	
Contractual	582	
		\$ 8,205
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
Project	251,026	
		\$ 251,026
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -
		\$ -

SECTION 3.2 A

PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		

		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
		\$ -

**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		\$ 259,231

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

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

FUND BALANCE BY SOURCE \$ 2,820,344

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Moving Pillsbury Forward-demolition/remediation for redevelopment	\$	500,000
Total Amount Designated for Project Costs	\$	500,000

TOTAL AMOUNT DESIGNATED \$ 500,000

SURPLUS/(DEFICIT) \$ 2,320,344

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

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

<input checked="" type="checkbox"/>	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	
Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

PAGE 1

Page 1 **MUST** be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.
Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	2
2b. Did the municipality undertake any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	2

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

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 2,311,026	\$ 150,000	\$ 2,311,026
Ratio of Private/Public Investment	0		0

Project 1 Name: Projects closed out in previous years

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,811,026		\$ 1,811,026
Ratio of Private/Public Investment	0		0

Project 2 Name: Moving Pillsbury Forward Redevelopment

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 500,000	\$ 150,000	\$ 500,000
Ratio of Private/Public Investment	0		0

Project 3 Name:

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

Project 4 Name:

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

Project 5 Name:

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

Project 6 Name:

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

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois. SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

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

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

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

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

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

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

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

Project Name	Stated Rate of Return

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

FY 2024

Name of Redevelopment Project Area:

SHA Madison Park

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

See attached Legal Description and Map

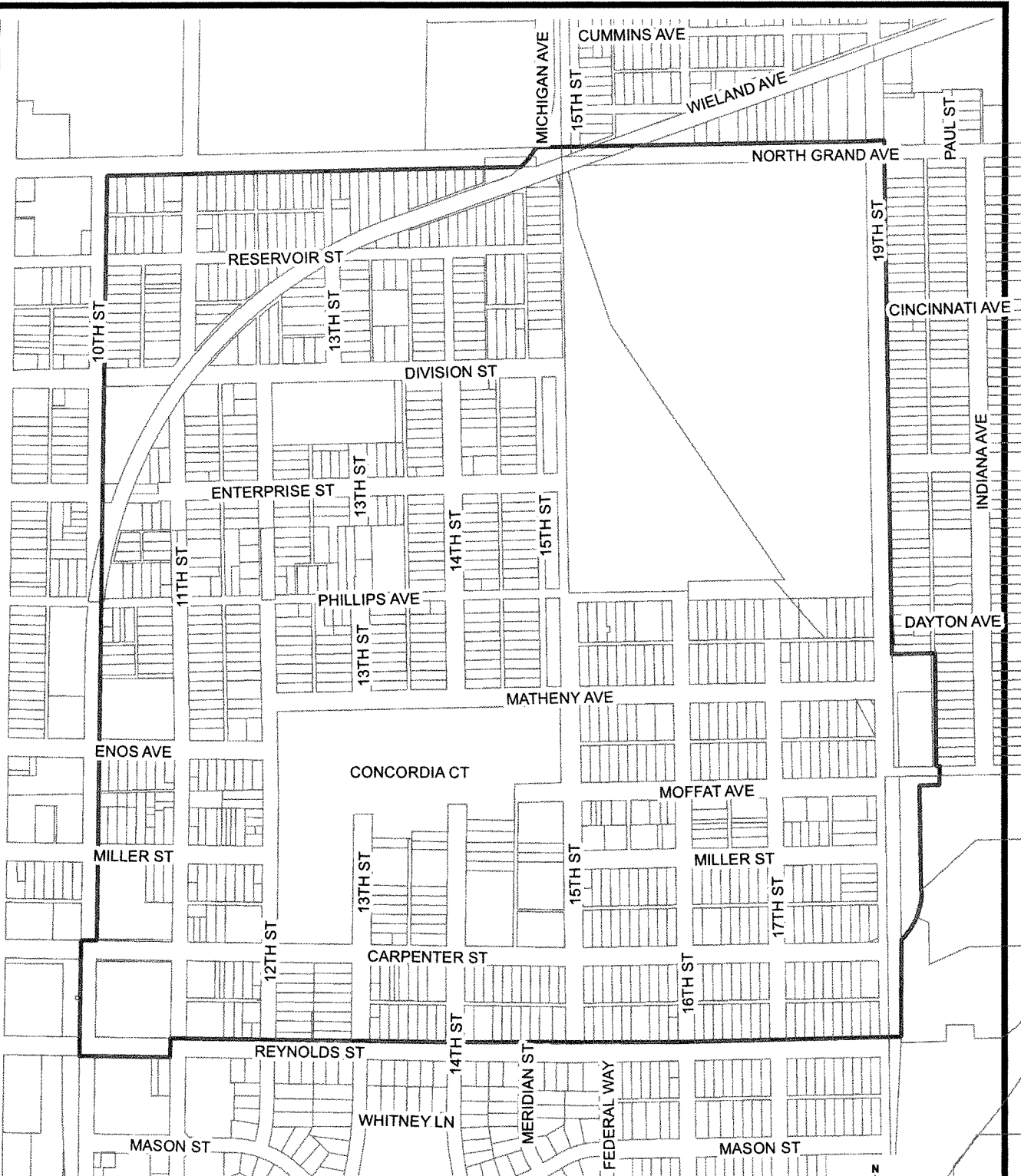
Optional Documents	Enclosed
Legal description of redevelopment project area	Yes
Map of District	Yes

Exhibit APROPOSED EXPANSION TO SHA (Madison Park Place) TIF DISTRICT
LEGAL DESCRIPTION

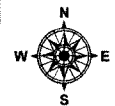
Part of the West Half of Section 26 and the East Half of Section 27 in Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the intersection of the North line of Reynolds Street and the West line of 11th Street, also being the Northwest corner of the existing SHA TIF District; thence South to the intersection of the South line of Reynolds Street and the West line of 11th Street; thence West along said South line of Reynolds Street to the West line of 10th Street; thence North along said West line of 10th Street to the North line of Carpenter Street; thence East along said North line of Carpenter Street to the East line of 10th Street; thence North along said East line of 10th Street to the South line of North Grand Avenue; thence East along said South line of North Grand Avenue to the West line of the Illinois & Midland Railroad; thence northerly along said West line of the Illinois & Midland Railroad to the North line of North Grand Avenue; thence East along said North Grand Avenue to the East line of 19th Street; thence South along said East line of 19th Street to the South line of Lot 313 in Hay and Tracy's Melrose Subdivision; thence along said South line of Lot 313, a distance of 180.25 feet, more or less to the East line of an alley as shown on the plat of said Hay and Tracy's Melrose Subdivision; thence South along said East line of the alley to the North line of Moffat Avenue; thence East along said North line of Moffat Avenue to an extension of the East line of 19th Street; thence South along said extension of the East line of 19th Street to the South line of Moffat Avenue; thence West along said South line of Moffat Avenue to the East line of 19th Street; thence southerly along said East line of 19th Street to the East line of the Illinois & Midland Railroad; thence along said East line of the Illinois & Midland Railroad to the North line of Reynolds Street; thence West along said North line of Reynolds Street to the point of beginning, containing 294.574 acres, more or less.

510-12-21



PROPOSED SHA TIF DISTRICT EXPANSION



Scale: 1" = 150'

Legend
 [Thick black line] SHA TIF Expansion

FOR REFERENCE PURPOSES ONLY
 THE FINAL JUDGMENT OF SUITABILITY
 FOR ANY SPECIFIC APPLICATION IS THE
 SOLE RESPONSIBILITY OF THE END USER

PORTIONS OF THIS DATA MAY HAVE BEEN
 PROVIDED BY SANGAMON COUNTY

Prepared: June, 2018



Attachment B



Office of the Mayor
City of Springfield, Illinois
Misty Buscher
Mayor

October 30, 2024

Ms. Susana A. Mendoza
Comptroller, State of Illinois
Office of the Comptroller
100 W. Randolph, Suite 15-500
Chicago, IL 60601

Dear Ms. Mendoza,

In my capacity as Mayor of the City of Springfield, an Illinois Municipal Corporation, I, Misty Buscher certify that in the preceding fiscal year, the City of Springfield, Illinois has complied with all requirements of the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.1 et seq., as amended] as it applied to the following Tax Increment Financing Districts of Springfield, Illinois: Central Area (Downtown), Far East. Enos Park, SHA (Madison Park Place), Northeast, Jefferson Crossing MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, Lumber Lane and Adirondack.

Sincerely,

Misty Buscher
Mayor

Attachment C



Rm. 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701-1689

Sr. Assistant Corporation Counsel
Steven C. Rahn
Kateah McMasters
Charles Munson
Michael Hampleman

**OFFICE OF CORPORATION COUNSEL
CITY OF SPRINGFIELD, ILLINOIS**

Phone: (217) 789-2393
Fax: (217) 789-2397

GREGORY E. MOREDOCK
Corporation Counsel

Assistant Corporation Counsel
Emily Rosenberger

October 30, 2024

Ms. Susana A. Mendoza
Comptroller, State of Illinois
Office of the Comptroller
100 W. Randolph, Suite 15-500
Chicago, IL 60601

Re: City of Springfield TIF Certification

Dear Ms. Mendoza,

In my capacity as legal counsel for the City of Springfield, I have reviewed the procedures of the City in relation to the requirement of the Public Act [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)]. In my opinion, the City of Springfield is in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.1 *et seq.*], for each redevelopment project area in the City, namely, the Central Area (Downtown), Far East, Enos Park, SHA (Madison Park Place), Northeast, Jefferson Crossing MacArthur Boulevard Corridor, Dirksen Parkway Commercial, Peoria Road, Lumber Lane and Adirondack Tax Increment Finance Districts.

Yours truly,

Gregory E. Moredock
Corporation Counsel

Attachment D

ATTACHMENT D

CENTRAL AREA (DOWNTOWN)

Statement setting forth activities: The city provided **\$1,400,000.00** to the Sangamon County Treasurer in property tax rebate, **\$187,380.00** to Acree Company LLC for renovation to create 9 residential units above a commercial storefront, **\$100,000.00** to Vegas Line Properties LLC for façade rehabilitation and easement, **\$100,000.00** to Dog Eared LLC for façade rehabilitation, **\$194,162.18** for staff salary & fringes, **\$26,746.00** to Bloom Springfield LLC for a fire sprinkler system and plumbing work for building code compliance and **\$5,255.92** in miscellaneous costs.

FAR EAST

Statement setting forth activities: The City of Springfield provided **\$171,769.14** for various business rehabilitation and operation grants, **\$90,560.97** for home owner rehabilitation grants, **\$1,000,000.00** for demolition related to the large scale low income Poplar Place redevelopment project, **\$7,212.16** for staff salary and fringes and **\$180.00** for recording fees.

ENOS PARK

Statement setting forth activities: The City of Springfield provided, **\$28,387.50** in various homeowner exterior rehab projects, \$27,750 in land purchases, **\$404,014.00** to the Springfield Park District and lighting and landscape improvements, **\$200,000.00** to WRS Legacy LLC for redevelopment and **\$6,594.73** in staff salary & fringes.

SHA (MADISON PARK PLACE)

Statement setting forth activities: The City of Springfield provided **\$337.50** to TIF consultant for work related to project planning, **\$251,026.00** to the Springfield Park District for lighting improvements, **\$244.10** for a legal notice and **\$7,622.73** in staff salary & fringes.

MACARTHUR BOULEVARD CORRIDOR

Statement setting forth activities: The City of Springfield provided **\$123,277.02** to Hy-Vee, Inc. for redevelopment.

DIRKSEN PARKWAY COMMERCIAL

Statement setting forth activities: There was \$130.12 in postage charges for this tax increment district.

NORTHEAST

Statement setting forth activities: The City of Springfield provided **\$236,050.46** to Sangamon County for TIF surplus payment.

PEORIA ROAD

Statement setting forth activities: There was no activity in this tax increment district.

LUMBER LANE

Statement setting forth activities: There was no activity in this tax increment district.

ADIRONDACK

Statement setting forth activities: There was no activity in this tax increment district.

Attachment E

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH MOVING PILLSBURY FORWARD, NFP FOR AN AMOUNT NOT TO EXCEED \$500,000.00 UTILIZING SHA (MADISON PARK PLACE) TAX INCREMENT FINANCE FUNDS THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR APPROPRIATE REMEDIATION AND DEMOLITION OF THE ABANDONED AND DETERIORATING FORMER PILLSBURY MILLS PLANT LOCATED AT 1525 E. PHILLIPS STREET

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as SHA (Madison Park Place) Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1 *et seq.* (hereinafter referred to as the "Act"); and

WHEREAS, Moving Pillsbury, NFP ("Redeveloper"), is a non-profit organization located at 1525 E. Phillips Street; and

WHEREAS, the Redeveloper is a 501(c)(3) organization whose purpose is to facilitate the appropriate remediation and demolition of the abandoned and deteriorating former Pillsbury Mills Plant situated on approximately 18 acres located at 1525 E. Phillips Street in Springfield, Illinois; and

WHEREAS, demolition of the former Pillsbury Plant will be completed no later than February 15, 2025; and

WHEREAS, it is in the best interest of the City of Springfield to enter into a Redevelopment Agreement with Moving Pillsbury Forward, NFP to demolish the abandoned and deteriorating former Pillsbury Mills Plant located at 1525 E. Phillips Street in the amount not to exceed \$500,000.00 utilizing the TIF funds; and

WHEREAS, a copy of the Agreement will be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a Redevelopment Agreement with Moving Pillsbury Forward, NFP for use of TIF funds in an amount not to exceed \$500,000.00 for appropriate remediation and demolition of the abandoned and deteriorating former Pillsbury Mills Plant located at 1525 E. Phillips Street.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$500,000.00 to Moving Pillsbury, NFP from account number 001-111-DEVL-MADI-2110 pursuant to the terms and conditions of the Redevelopment Agreement.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: February 20, 2024

RECORDED: February 21, 2024

ATTEST: 
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: Feb. 21, 2024


Mayor Misty Buscher

Approved as to legal sufficiency:

 2/21/24
Office of Corporation Counsel / Date

REDEVELOPER AGREEMENT

BETWEEN

**THE CITY OF SPRINGFIELD, ILLINOIS AND
MOVING PILLSBURY FORWARD, NFP**

THIS AGREEMENT, entered into on or as of the 20 day of February, 2024 by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **Moving Pillsbury Forward, NFP**, a non-profit organization located at 1525 E. Phillips Street, Springfield, Illinois 62702, (mailing address: P.O. Box 404, Springfield, Illinois 62705) hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the SHA (Madison Park Place) Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,");and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Madison Park Place area, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a 501(c)(3) organization whose purpose is to facilitate the appropriate remediation and demolition of the abandoned and deteriorating former Pillsbury Mills plant situated on approximately 18 acres located at 1525 E. Phillips Street in Springfield, Illinois; and

WHEREAS, the Redeveloper is assembling financial commitments from federal, state, and local governments and private donors, to pay for the remediation, demolition, and related and appurtenant work to develop the plans and specifications to accomplish these purposes; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

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WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed Five Hundred Thousand dollars (\$500,000) of incurred cost to assist Redeveloper with the remediation, demolition, and related and appurtenant work to develop the plans and specifications to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Springfield Sangamon Growth Alliance (SSGA) is serving as the Fiscal Agent for the Redeveloper; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

“Agreement” means this Redeveloper Agreement and all addenda and exhibits hereto.

“Authorized Representative” means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

“City” means the City of Springfield, Illinois.

“Plan” or “Development Plan” shall have the meaning set forth in the preamble to this Agreement.

“Project” means: Remediation and Demolition project at 1525 E. Phillips Street, Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

“Project costs” means only those costs as specified in the particular provision.

“Redeveloper” means Moving Pillsbury Forward, NFP, and its successors.

“Redevelopment Assistance”, sometimes “Assistance”, means any payments to be made to Redeveloper from available tax increment funds for the Project.

“Site” means the real property located at 1525 E. Phillips Ave, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Five Hundred Thousand dollars (\$500,000.00) to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Act

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

The City shall reimburse the Redeveloper for incurred costs for remediation and demolition and to comply with building codes and local ordinances at the Site. The City shall make no reimbursement of TIF funds to the Redeveloper prior to receiving proper invoices and copies of supporting documentation from the Redeveloper for the expenses incurred. Redeveloper shall be held accountable to the city that is has complied with all applicable regulations and requirements pertaining to the expenditure of TIF funds. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for

reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to remediate and demolish the structures situated thereon in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

- D. Internal Revenue Service taxpayer identification number for the Redeveloper;
- E. If applicable, a Certificate of Authority to do business in the State of Illinois;
- F. Documentation and verification that Redeveloper has paid State Prevailing Wage
- G. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

- A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

- B. Changes Project

If, during the course of initial demolition the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

- C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than February 15, 2025, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

- D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

- E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation or remediation with respect to completion of the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Demolition Inspection Final Report

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Demolition Inspection Final Report executed by the Office of Public Works, certifying that the Project has been completed in accordance with the approved plans and specifications and has been performed in a good and workmanlike manner and in accordance with all applicable governmental requirements. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Demolition Inspection Final Report, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Report, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

(a) This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of

wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor’s affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

(b) All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

(c) Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: Office of Planning and Economic Development, City of Springfield, Illinois, 800 East Monroe, Room 108, Springfield, Illinois, 62701.

(d) If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

(e) It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et seq.*).

(f) Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

K. Disclosure of Information

Redeveloper shall provide the City the following:

(a) A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

(b) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(c) A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

(d) If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the proceeds funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "remediation and demolition project" within the meaning of the Act and in accordance with the SHA (Madison Park Place) Tax Incremental Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the

Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sub lessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sub lessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

a) The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee.

b) During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction there over or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or

permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to: Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, Illinois 62701

With a copy to: City's Corporation Counsel at:
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

If to Redeveloper: Moving Pillsbury Forward, NFP
Attention: J. Chris Richmond
P.O. Box 404
Springfield, IL 62705

With a copy to: DeGIORNO LAW OFFICE, LLC
Anthony J. DelGiorno, Attorney (6277358)
2160 S. Sixth St., Ste. D-1
Springfield, IL 62703

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and the Redeveloper voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Redeveloper. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.


SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.


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

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation



Frank Lesko, City Clerk

By: 

Misty Buscher, Mayor

STATE OF ILLINOIS

)

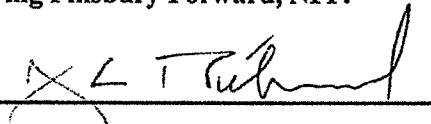
COUNTY OF SANGAMON

) SS.

)

REDEVELOPER:

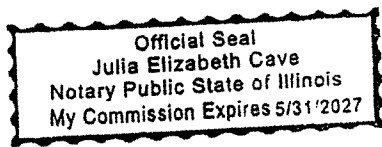
Moving Pillsbury Forward, NFP.

By: 

J. Chris Richmond, President

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 4th day of March, 2024, before me personally appeared Chris Richmond, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.





ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 02/06/24

OFFICE REQUESTING: PLANNING & ECONOMIC DEVELOPMENT

CONTACT PERSON: Valera Yazell
PHONE NUMBER: 789-2377

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: ~~ARPA Sub-Recipient Agreement~~ FISCAL IMPACT: \$500,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

TIF Redevelopment Agreement Gen 1/31/24

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SUB-RECIPIENT AGREEMENT WITH MOVING PILLSBURY FORWARD, NFP. UTILIZING SHA (MADISON PARK PLACE) TIF FUNDS, FOR AN AMOUNT NOT TO EXCEED \$500,000 FOR APPROPRIATE REMEDIATION AND DEMOLITION OF THE ABANDONED AND DETERIORATING FORMER PILLSBURY MILLS PLANT AT 1525 E PHILLIPS STREET

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

SUB-RECIPIENT AGREEMENT _____

CONTRACTOR / VENDOR NAME: Moving Pillsbury Forward, NFP VENDOR NO: _____

CONTRACT TERM: Completed no later than 2/15/2025 Change in Scope Yes No

CONTRACT AMOUNT: \$500,000.00 Change Order # _____ Additional Amount _____
(Original amount if change order)

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____
Is Purchasing Agent approval required? No Yes
Is Purchasing Agent approval attached? No Yes

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	
1	007	111	DEVL	MADI	2110	\$500,000.00
2						
3						
4						

COMMENTS

This agreement is for APPROPRIATE REMEDIATION AND DEMOLITION OF THE ABANDONED AND DETERIORATING FORMER PILLSBURY MILLS PLANT AT 1525 E PHILLIPS STREET

FUNDS CHECK BY: _____ Date: 01.26.2024
DIRECTOR / SUPERVISOR SIGNATURE: Valera Yazell Date: 1/26/2024
CITY PURCHASING AGENT: _____ Date: _____

SIGN OFF: _____
(Mayor's Signature) *GM*

(Director of OBM)

Attachment K

CITY OF SPRINGFIELD, ILLINOIS

**Madison Park Place TIF Project - Special Revenue Fund
 Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
 For the Fiscal Year Ended February 29, 2024**

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes				
Property Taxes	\$ 230,000	230,000	261,193	31,193
Investment Income	10,000	10,000	56,184	46,184
Total Revenues	240,000	240,000	317,377	77,377
Expenditures				
Economic Development				
Personal Services	11,899	11,899	7,623	4,276
Contractual Services	10,800	10,800	582	10,218
Commodities	250	250	—	250
Awards and Grants	3,000,000	3,000,000	251,026	2,748,974
Total Expenditures	3,022,949	3,022,949	259,231	2,763,718
Net Change in Fund Balance	(2,782,949)	(2,782,949)	58,146	2,841,095
Fund Balance - Beginning			2,762,198	
Fund Balance - Ending			2,820,344	

Attachment L



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE**

October 25, 2024

The Honorable City Mayor
Members of the City Council
City of Springfield, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Springfield, Illinois, as of and for the year ended February 29, 2024, and have issued our report thereon dated October 25, 2024. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

Compliance with laws, regulations, contracts, and grants applicable to tax increment financing districts is the responsibility of the City of Springfield, Illinois' management. In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with provisions of Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing," insofar as it relates to accounting matters for the Central Area (Downtown) Tax Increment Financing District, the Dirksen Parkway Commercial Tax Increment Financing District, the ENOS Park Neighborhood Tax Increment Financing District, the Far East Side Tax Increment Financing District, the MacArthur Boulevard Corridor Tax Increment Financing District, the Northeast Tax Increment Financing District, the SHA (Madison Park Place) Tax Increment Financing District, the Lumber Lane Tax Increment Financing District, and the Peoria Road Redevelopment Area Tax Increment Financing District, however, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

This report is intended solely for the information and use of the City Council, management, the State of Illinois, and others within the City and is not intended to be, and should not be, used by anyone other than the specified parties.

Cordially,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP