

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

FY 2018

Name of Redevelopment Project Area (below):

Rochester TIF District

Primary Use of Redevelopment Project Area*: Combination/Mixed

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

Commercial &

If "Combination/Mixed" List Component Types: Residential

Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):

Tax Increment Allocation Redevelopment Act X

Industrial Jobs Recovery Law _____

Please utilize the information below to properly label the Attachments.

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

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

Provide an analysis of the special tax allocation fund.

FY 2018

Rochester TIF District

TIF NAME:

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

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

All Amount Deposited in Special Tax Allocation Fund \$

Cumulative Total Revenues/Cash Receipts \$

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

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$

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

FUND BALANCE, END OF REPORTING PERIOD* \$

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

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 2018

TIF NAME:

Rochester TIF District

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

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.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A

PAGE 3

13. Relocation costs.

14. Payments in lieu of taxes.

15. Costs of job training, retraining, advanced vocational or career education.

16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.

17. Cost of day care services.

18. Other.

TOTAL ITEMIZED EXPENDITURES

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

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 2018

TIF NAME:

Rochester TIF District

FUND BALANCE BY SOURCE

\$

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
N/A		

Total Amount Designated for Obligations \$ - \$ -

2. Description of Project Costs to be Paid

Public Projects		\$ 35,315,000
Private Projects		\$ 36,785,000
Capital Costs		\$ 20,000,000
Administrative Projects and costs		\$ 552,000

Total Amount Designated for Project Costs \$ 92,652,000

TOTAL AMOUNT DESIGNATED \$ 92,652,000

SURPLUS/(DEFICIT) \$ (92,652,000)

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

FY 2018

TIF NAME:

Rochester TIF District

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)

FY 2018

TIF Name: Rochester TIF District

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

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

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
2a. The number of projects undertaken by the municipality within the Redevelopment Project Area:	3

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

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
TOTAL:			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ 8,129,000
Ratio of Private/Public Investment	0		0

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Stites Development, Inc.

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 1,700,000
Ratio of Private/Public Investment	0		0

Project 2*: Bentley Builders/Carriage Crossing Sr Living Facility

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 5,500,000
Ratio of Private/Public Investment	0		0

Project 3*: Larry Bielfeldt

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ -		\$ 929,000
Ratio of Private/Public Investment	0		0

Project 4*:

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

Project 5*:

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

Project 6*:

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

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

**SECTION 6
FY 2018**

TIF NAME: **Rochester TIF District**

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
2017		

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
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

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	

ATTACHMENT "A"



Incorporated in 1869

ORDINANCE NO. 17-29

VILLAGE OF ROCHESTER, ILLINOIS

**AN ORDINANCE PROVIDING FOR AND
APPROVING THE FIRST AMENDMENT TO THE
ROCHESTER TIF DISTRICT I
REDEVELOPMENT PROJECT AREA, PLAN & PROJECTS**

**ADOPTED BY THE PRESIDENT AND VILLAGE BOARD OF THE
VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS,
ON THE 12TH DAY OF JUNE, 2017.**

ORDINANCE NO. 17-29

**AN ORDINANCE PROVIDING FOR AND APPROVING
THE FIRST AMENDMENT TO THE ROCHESTER TIF DISTRICT I
REDEVELOPMENT PROJECT AREA, PLAN AND PROJECTS**

WHEREAS, the Village of Rochester, Sangamon County, Illinois (“Village”) by its duly elected President and Village Board heretofore approved a Redevelopment Plan and Projects; designated a Redevelopment Project Area (as shown in **Exhibit A** and legally described in **Exhibit B**); and adopted Tax Increment Financing pursuant to Illinois Revised Statutes Chapter 24, Division 11-74.4-1 *et. seq.* (now 65 ILCS 5/11-74.4-1) (the “Act”) known as the “Rochester TIF District I” on the 8th day of March, A.D., 2017; and

WHEREAS, the Village desires to amend the Redevelopment Project Area, Plan and Projects (“First Amendment”) for the Rochester TIF District I pursuant to the TIF Act, by reducing the size of the Redevelopment Project Area; and

WHEREAS, the Village does not wish to add any additional projects or costs to the Redevelopment Plan and Projects at this time; and

WHEREAS, the Redevelopment Project Area is hereby amended to remove one (1) parcel of land as described in **Exhibit C** (*Parcels Removed from Rochester TIF District I*) from Rochester TIF District I, thereby reducing the size of the Redevelopment Project Area (as shown in **Exhibit D** and legally described in **Exhibit E**); and

WHEREAS, the proposed First Amendment does not affect the general land uses established pursuant to the Redevelopment Plan; substantially change the nature of the Redevelopment Projects; increase the total estimated Redevelopment Project Costs set out in the Redevelopment Plan; add additional Redevelopment Project Costs to the itemized list of redevelopment project costs set out in the Redevelopment Plan; or involve the displacement of any households or inhabited residential units in the Redevelopment Project Area; and

WHEREAS, the proposed First Amendment is consistent with the Plan and Projects and has been reviewed by the President and the Village Board is generally informed of this Amendment; and

WHEREAS, in accordance with 65 ILCS 5/3.1-40-45, if the Village President fails to return this ordinance with his written objections prior to the next regular board meeting of the Village Board that is not less than 5 days from the passage of this ordinance by the Village Board, this ordinance shall become effective on the date of such next regular meeting despite the absence of the Village President’s signature.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS:

1. The recitals set forth in the preamble to this Ordinance are hereby incorporated by reference

as if fully set forth herein.

2. The original Rochester TIF District I Redevelopment Project Area as shown on the Boundary Map (**Exhibit A**) and legally described in **Exhibit B** is hereby amended to remove one (1) parcel of land as described in **Exhibit C**, thereby reducing the size of the Rochester TIF District I Redevelopment Project Area.
3. The Rochester TIF District I Redevelopment Project Area, as Amended by this First Amendment, is shown on the Amended Boundary Map (**Exhibit D**) and legally described in **Exhibit E** (Amended Legal Description).
4. The Rochester TIF District I Redevelopment Plan, Projects and Area as Amended shall be completed no later than December 31st of the year in which the payment to County Treasurer is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the Ordinance approving the Rochester TIF District I Redevelopment Plan, Projects and Area was originally adopted.
5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law and shall take effect upon its passage as required by law.
6. All ordinances and parts of ordinances in conflict herewith are repealed.

PASSED, APPROVED AND ADOPTED by the President and Village Board of Trustees of the Village of Rochester, Sangamon County, Illinois, on the 12th day of June, A.D., 2017, and deposited and filed in the Office of the Village Clerk of said Village on that date.

PRESIDENT & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
Doug Zobrist	X		
Matt Butcher	X		
Stacia Munroe	X		
Maribeth Eandi	X		
Joe Hill	X		
Harold Hendrickson	X		
Joe Suerdieck, President			X
TOTAL VOTES:	6	0	1

APPROVED:

President

ATTEST:



Village Clerk

EXHIBITS:

Exhibit A (Attached): Original Rochester TIF District I Boundary Map.

Exhibit B (Attached): Original Rochester TIF District I Legal Description.

Exhibit C (Attached): Parcel Removed from the Rochester TIF District I by First Amendment.

Exhibit D (Attached): Boundary Map of Parcel Removed from the Rochester TIF District I by First Amendment.

Exhibit E (Attached): Rochester TIF District I Boundary Map as Amended by First Amendment.

Exhibit F (Attached): Rochester TIF District I Legal Description as Amended by First Amendment.

EXHIBIT A
ORIGINAL ROCHESTER TIF DISTRICT I
BOUNDARY MAP

[This space is intentionally blank. Original boundary map is attached]



VILLAGE OF ROCHESTER

ROCHESTER, ILLINOIS

PROJECT NO.	18-01-01
DATE PREPARED	10/20/18
DESIGNED BY	CHADWICK
CHECKED BY	CHADWICK
APPROVED BY	CHADWICK
COMMENTS	GRANDWOOD, MARION & TALKER, INC. 049

PROPOSED TIF DISTRICT MAP

EXHIBIT - 1

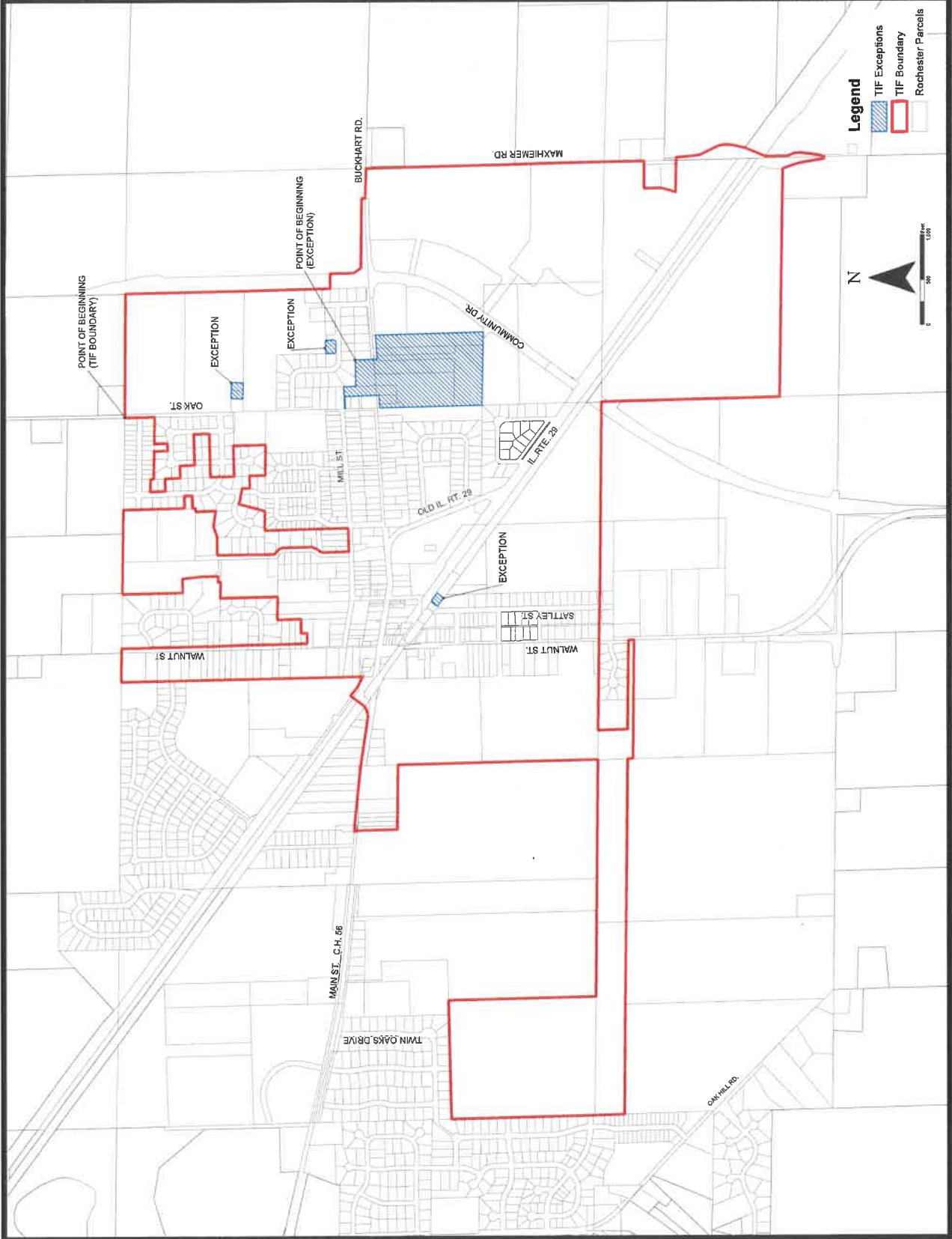


EXHIBIT B

ORIGINAL ROCHESTER TIF DISTRICT I LEGAL DESCRIPTION

PART OF SECTION 15, 16, 21 AND 22 ALL IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SAID NORTHEAST QUARTER TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF THE SAID WEST HALF TO NORTHEAST CORNER OF LOT 22 OF EASTGATE MEADOWS SUBDIVISION; THENCE EAST TO A POINT ON THE EAST RIGHT OF WAY LINE OF COMMUNITY DRIVE; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE TO A POINT OF DEFLECTION IN THE SAID EAST RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 96.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUCKHART ROAD (C.H. 4); THENCE EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST RIGHT OF WAY OF MAXHEIMER ROAD; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 3114.83 FEET MORE OR LESS; THENCE WEST A DISTANCE OF 60.4 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2 OF ROUTLEY SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE WEST LINE OF THE SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 OF SAID ROUTLEY SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAXHEIMER ROAD; THENCE SOUTHERLY ALONG THE SAID EAST RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ILLINOIS ROUTE 29; THENCE SOUTHWESTERLY TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29 AND THE EAST RIGHT OF WAY LINE OF MAXHEIMER ROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT THAT IS 2852.61 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF LINE OF MAXHIEMER ROAD; THENCE NORTHWESTERLY ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 244.53 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG A CURVE OF SAID WEST RIGHT OF WAY A CHORD DISTANCE OF 79.11 FEET TO A POINT; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVED WEST RIGHT OF WAY LINE A CHORD DISTANCE OF 50.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22; THENCE WEST ALONG THE SAID SOUTH LINE TO A POINT ON THE WEST LINE OF THE SAID NORTHEAST QUARTER OF SECTION

22; THENCE NORTH ALONG THE SAID WEST LINE TO THE NORTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 22; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21 TO THE NORTHEAST CORNER OF LOT 1 OF THE COTTONWOOD ESTATES; THENCE WEST ALONG THE NORTH LINE OF COTTONWOOD ESTATES TO THE NORTHWEST CORNER OF LOT 6 OF SAID COTTONWOOD ESTATES; THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 330 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 330.00 FEET; THENCE EAST A DISTANCE OF 330 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 8 OF SAID COTTONWOOD ESTATES; THENCE EAST ALONG THE SOUTH LINE OF COTTONWOOD ESTATES TO THE SOUTHEAST CORNER OF LOT 14 OF SAID COTTONWOOD ESTATES; THENCE EAST A DISTANCE OF 35 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH ALONG THE SAID EAST LINE A DISTANCE OF 60.00 FEET; THENCE WEST TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE SAID WEST LINE TO A POINT BEING 330.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE WEST ON A LINE 330.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 21 TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE WEST ON A LINE 330.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 21 TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21 TO THE NORTHWEST CORNER OF THE SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SECTION 16 TO THE SOUTHWEST CORNER OF LOT 64 OF GROVE PARK ESTATES, SECOND PLAT; THENCE EAST ALONG THE SOUTH LINE OF LOTS 64, 63, 62, 38, 37 AND 36 OF SAID GROVE PARK ESTATES, SECOND PLAT TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14, 13, 12 AND 11 OF GROVE PARK ESTATES, FIRST PLAT TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SAID SOUTHWEST QUARTER OF SECTION 16; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER TO A POINT 435.6 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG A LINE PARALLEL WITH AND 435.6 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 16 A DISTANCE OF 725.7 FEET; THENCE NORTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MAIN STREET; THENCE EASTERLY AND NORTHERLY ALONG THE SAID NORTH RIGHT OF WAY LINE OF MAIN STREET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE NORTHEASTERLY ON THE EXTENSION OF THE SAID NORTH RIGHT OF WAY LINE OF MAIN STREET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTHEASTERLY ALONG THE SAID

NORTHERLY RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF LOT 4 OF THE SOUTHEAST QUARTER OF SECTION 16-15-4; THENCE NORTH PARALLEL WITH AND 330.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO A POINT ON THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 16; THENCE EAST ALONG THE SAID NORTH LINE TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST WALNUT STREET; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF EAST WALNUT STREET TO A POINT ON THE SOUTH LINE OF LOT 3 OF THE SUBDIVISION OF OUTLOT 9 OF THE NORTHWEST QUARTER OF SECTION 15-15-4; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF LOT 2 OF THE SAID SUBDIVISION OF OUTLOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 8 OF THE SAID SUBDIVISION OF THE SAID OUTLOT 9; THENCE EAST ON THE EXTENSION OF THE NORTH LOT LINE OF SAID LOT 8 TO THE POINT OF INTERSECTION OF THE EXTENSION OF THE EAST LINE OF KATIE LANE SUBDIVISION; THENCE NORTH ALONG THE EXTENSION OF SAID EAST LINE TO THE NORTHEAST CORNER OF KATIE LANE SUBDIVISION; THENCE EAST ON THE EXTENSION OF THE NORTH LINE OF SAID KATIE SUBDIVISION TO A POINT ON THE CENTERLINE OF THE BLACK BRANCH; THENCE NORTH 30.00 FEET; THENCE EAST 65.00 FEET; THENCE NORTHERLY MEANDERING ALONG THE CENTERLINE OF THE BLACK BRANCH TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 OF WHITE FENCE ACRES; THENCE WEST ON THE EXTENSION OF THE NORTH LINE OF SAID LOT 9 TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST LINE OF WHITE FENCE ACRES TO THE NORTH CORNER OF LOT 4 OF SAID WHITE FENCE ACRES, SAID POINT ALSO BEING ON THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE SAID NORTH LINE TO THE NORTHWEST CORNER OF LOT 100 OF OAK MILL ESTATES, SECOND ADDITION; THENCE SOUTH ALONG THE WEST LINE OF THE SAID OAK MILL ESTATES, SECOND ADDITION TO THE NORTHWEST CORNER OF LOT 71 OF THE SAID OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 71; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID LOT 71; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 71; THENCE SOUTH ALONG THE WEST LINE OF LOT 70 OF SAID OAK MILL ESTATES, SECOND ADDITION TO A POINT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 70 TO THE NORTHWEST CORNER OF SAID LOT 70; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 65 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID LOT 65; THENCE WESTERLY TO THE NORTHWEST CORNER OF LOT 64 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF LOT 1001 OF OAK MILL ESTATES, FIRST ADDITION, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF PARK STREET; THENCE SOUTHERLY ALONG THE SAID EAST RIGHT OF WAY OF PARK STREET TO THE INTERSECTION OF THE SAID EAST RIGHT OF WAY OF PARK STREET AND THE NORTH RIGHT OF WAY LINE OF EAST MILL STREET; THENCE EAST ON THE SAID NORTH RIGHT OF WAY LINE OF EAST MILL STREET TO THE INTERSECTION OF THE SAID NORTH RIGHT OF WAY LINE OF EAST MILL STREET AND THE WEST RIGHT OF WAY LINE OF NORTH WATER STREET; THENCE NORTH ON THE NORTHERLY

EXTENSION OF THE SAID WEST RIGHT OF WAY LINE OF NORTH WATER STREET AND THE WEST LINE OF LEXINGTON HEIGHTS NO. 1 TO THE NORTHWEST CORNER OF LOT 21 OF LEXINGTON HEIGHTS NO. 1; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 60 OAK MILL ESTATES, FIRST ADDITION; THENCE NORTHERLY TO THE NORTHEAST CORNER LOT 58 OF SAID OAK MILL ESTATES, FIRST ADDITION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING RIDGE; THENCE EASTERLY ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF SPRING RIDGE TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF PARKVIEW DRIVE; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF PARKVIEW DRIVE TO THE SOUTHWEST CORNER OF LOT 52 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 52; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 46 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 44 OF SAID OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 42 OF SAID OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 42; THENCE WEST TO THE NORTHEAST CORNER OF LOT 48 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 48; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 49 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 84 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 84; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 84; THENCE EAST TO THE NORTHWEST CORNER OF LOT 98 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF LOT 31 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 29 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF LOT 96 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 87 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 88 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 88; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 77 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 77; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 76 OF OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 76; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 113 OF OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHWEST CORNER OF LOT 26 OF OAK MILL ESTATES, SECOND ADDITION; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 26; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 108 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 108; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 107 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 107, SAID POINT BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING:

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION

15 IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF EASTGATE MEADOWS; THENCE SOUTH ALONG THE WEST LINE EXTENDED OF SAID LOT 1 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUCKHART ROAD; THENCE EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 269.2 FEET, MORE OR LESS TO THE WEST PROPERTY LINE OF THE ROCHESTER FIRE PROTECTION DISTRICT PROPERTY (P.I.N. 23-15.0-426-011); THENCE SOUTH ALONG THE SAID WEST PROPERTY LINE EXTENDED TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE WEST ALONG THE SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 8 OF MORNINGSIDE HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH ALONG THE SAID WEST LINE OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUCKHART ROAD; THENCE EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE TO A POINT 136.5 FEET EAST OF THE WEST LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTH ALONG A PARALLEL LINE 136.5 FEET EAST OF THE WEST LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 376.85 FEET; THENCE WEST TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH OAK STREET; THENCE NORTH ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10.0 FEET; THENCE EAST TO A POINT ON THE WEST LINE OF LOT 24 OF EASTGATE MEADOWS, SECOND PLAT; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 14 OF EASTGATE MEADOWS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 OF EASTGATE MEADOWS TO THE POINT OF BEGINNING.

EXCEPTING P.I.N. 23-15.0-305-023:

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF LOT 11 OF TWIST ADDITION TO THE VILLAGE OF ROCHESTER, ILLINOIS; THENCE SOUTHEASTERLY ON THE SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD, 103.04 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING TO THE LEFT 90 DEGREES 00 MINUTES 00 SECONDS, 70.00 FEET; THENCE DEFLECTING TO THE RIGHT 45 DEGREES 00 MINUTES 00 SECONDS, 32.73 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, 96.85 FEET; THENCE DEFLECTING TO THE RIGHT 90 DEGREES 11 MINUTES 58 SECONDS, 93.48 FEET TO A POINT ON THE AFORESAID SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD; THENCE NORTHWESTERLY ON THE SAID SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD, 119.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING P.I.N. 23-15.0-201-013

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, BEING A 90 FEET X 135 FEET PARCEL.

EXCEPTING P.I.N. 23-15.0-201-017

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, BEING A 90 FEET X 135 FEET PARCEL.

EXCEPTING P.I.N. 23-15.0-252-002

ALL OF LOT 16 OF EASTGATE MEADOWS SUBDIVISION AND A STRIP OF LAND BEING 15 FEET X 150 FEET LYING ADJACENT TO THE NORTH LINE OF SAID LOT 16 ALL BEING A PART OF THE WEST HALF OF THE EAST HALF OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS.

All PINs are as of March 8, 2017.

EXHIBIT C

**PARCEL REMOVED FROM ROCHESTER TIF DISTRICT I
BY FIRST AMENDMENT**

PARCEL IDENTIFICATION NUMBER AS OF TAX YEAR 2016 PAYABLE 2017:

(1) P.I.N. 23-15.0-376-009 (447 STATE ST., ROCHESTER, IL)

LEGALLY DESCRIBED AS FOLLOWS:

PT SE EX RR SW 15-15-4

SANGAMON COUNTY GIS MAP - PARCEL VIEWER PICTURE OF PROPERTY:



EXHIBIT D

**BOUNDARY MAP OF PARCEL REMOVED
FROM ROCHESTER TIF DISTRICT I BY FIRST AMENDMENT**

[This space is intentionally blank. Amended boundary map is attached]



CONCRETE SOLUTIONS



VILLAGE OF ROCHESTER

CONCRETE

ROCHESTER, ILLINOIS

NO.	DATE	DESCRIPTION
1	11/15/17	ADOPTED
2	02/07/18	ADOPTED
3	02/14/18	ADOPTED
4	02/21/18	ADOPTED
5	02/28/18	ADOPTED
6	03/07/18	ADOPTED
7	03/14/18	ADOPTED
8	03/21/18	ADOPTED
9	03/28/18	ADOPTED
10	04/05/18	ADOPTED
11	04/12/18	ADOPTED
12	04/19/18	ADOPTED
13	04/26/18	ADOPTED
14	05/03/18	ADOPTED
15	05/10/18	ADOPTED
16	05/17/18	ADOPTED
17	05/24/18	ADOPTED
18	06/01/18	ADOPTED
19	06/08/18	ADOPTED
20	06/15/18	ADOPTED

APPROVED BY:
COMMISSIONER, CONCRETE SOLUTIONS, INC. 11/15/17

ROCHESTER TIF I REMOVED PARCEL
FIRST AMENDMENT - BOUNDARY MAP
JUNE 12, 2017

EXHIBIT - 1

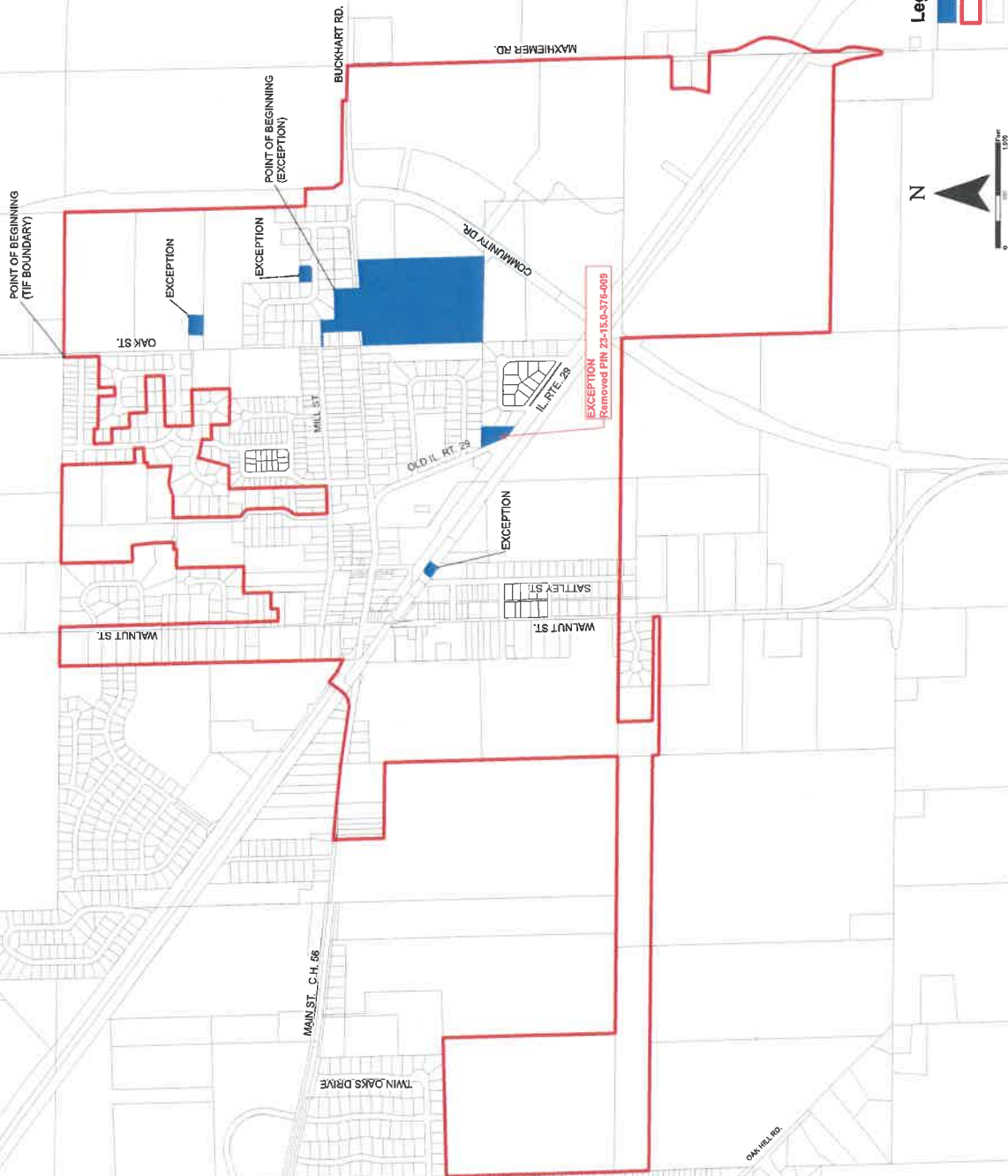


EXHIBIT E

**ROCHESTER TIF DISTRICT I BOUNDARY MAP
AS AMENDED BY FIRST AMENDMENT**

[This space is intentionally blank. Amended boundary map is attached]



COMMUNITY DEVELOPMENT
CONSULTANTS



VILLAGE OF
ROCHESTER

060887

ROCHESTER, ILLINOIS

PROJECT NO.	18-02-08
DATE PREPARED	05/08/2018
PROJECT NAME	ROCHESTER TIF
PROJECT LOCATION	ROCHESTER, ILLINOIS
PROJECT OWNER	VILLAGE OF ROCHESTER
PROJECT STATUS	PLANNING
PROJECT DESCRIPTION	ROCHESTER TIF AS AMENDED
PROJECT PHASE	PLANNING
PROJECT CONTACT	DAVID WOOD, SURVIV & TALEY, INC. 618.791.1111

ROCHESTER TIF AS AMENDED
FIRST AMENDMENT - BOUNDARY MAP
JUNE 12, 2017

EXHIBIT - 1

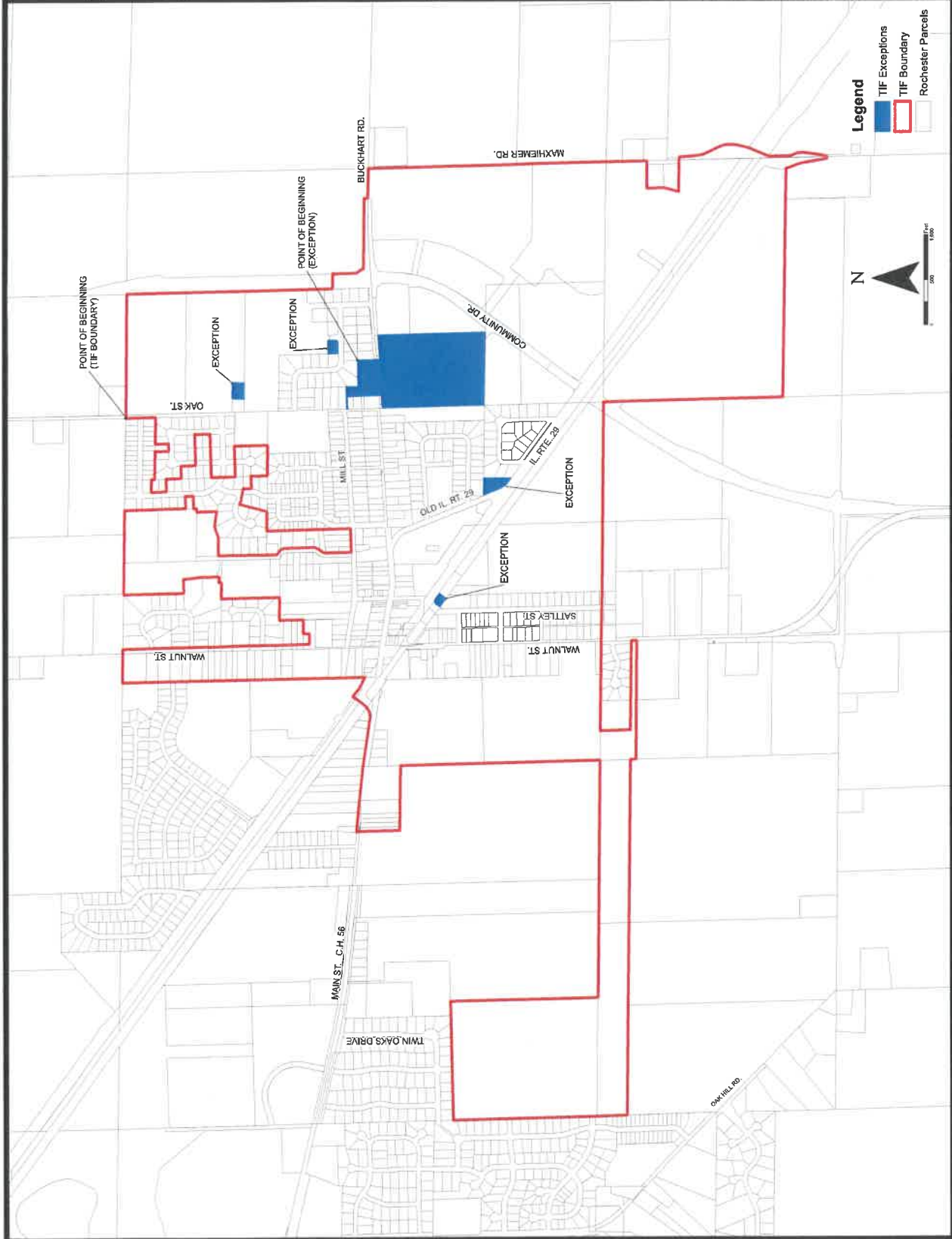


EXHIBIT F

ROCHESTER TIF DISTRICT I LEGAL DESCRIPTION AS AMENDED BY FIRST AMENDMENT

PART OF SECTION 15, 16, 21 AND 22 ALL IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE NORTH LINE OF THE SAID NORTHEAST QUARTER TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF THE SAID WEST HALF TO NORTHEAST CORNER OF LOT 22 OF EASTGATE MEADOWS SUBDIVISION; THENCE EAST TO A POINT ON THE EAST RIGHT OF WAY LINE OF COMMUNITY DRIVE; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE TO A POINT OF DEFLECTION IN THE SAID EAST RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 96.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BUCKHART ROAD (C.H. 4); THENCE EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE TO A POINT ON THE EAST RIGHT OF WAY OF MAXHEIMER ROAD; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 3114.83 FEET MORE OR LESS; THENCE WEST A DISTANCE OF 60.4 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 2 OF ROUTLEY SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE WEST LINE OF THE SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 OF SAID ROUTLEY SUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAXHEIMER ROAD; THENCE SOUTHERLY ALONG THE SAID EAST RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY OF ILLINOIS ROUTE 29; THENCE SOUTHWESTERLY TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29 AND THE EAST RIGHT OF WAY LINE OF MAXHEIMER ROAD; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT THAT IS 2852.61 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF LINE OF MAXHEIMER ROAD; THENCE NORTHWESTERLY ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 244.53 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG A CURVE OF SAID WEST RIGHT OF WAY A CHORD DISTANCE OF 79.11 FEET TO A POINT; THENCE NORTHWESTERLY ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG SAID CURVED WEST RIGHT OF WAY LINE A CHORD DISTANCE OF 50.43 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22; THENCE WEST ALONG THE SAID SOUTH LINE TO A POINT ON THE WEST LINE OF THE SAID NORTHEAST QUARTER OF SECTION

22; THENCE NORTH ALONG THE SAID WEST LINE TO THE NORTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF SECTION 22; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15 TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 21 TO THE NORTHEAST CORNER OF LOT 1 OF THE COTTONWOOD ESTATES; THENCE WEST ALONG THE NORTH LINE OF COTTONWOOD ESTATES TO THE NORTHWEST CORNER OF LOT 6 OF SAID COTTONWOOD ESTATES; THENCE WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21 A DISTANCE OF 330 FEET MORE OR LESS; THENCE SOUTH A DISTANCE OF 330.00 FEET; THENCE EAST A DISTANCE OF 330 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 8 OF SAID COTTONWOOD ESTATES; THENCE EAST ALONG THE SOUTH LINE OF COTTONWOOD ESTATES TO THE SOUTHEAST CORNER OF LOT 14 OF SAID COTTONWOOD ESTATES; THENCE EAST A DISTANCE OF 35 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH ALONG THE SAID EAST LINE A DISTANCE OF 60.00 FEET; THENCE WEST TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE SAID WEST LINE TO A POINT BEING 330.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE WEST ON A LINE 330.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 21 TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE WEST ON A LINE 330.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF SECTION 21 TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH ALONG THE SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 21 TO THE NORTHWEST CORNER OF THE SAID SECTION 21; THENCE NORTH ALONG THE WEST LINE OF SECTION 16 TO THE SOUTHWEST CORNER OF LOT 64 OF GROVE PARK ESTATES, SECOND PLAT; THENCE EAST ALONG THE SOUTH LINE OF LOTS 64, 63, 62, 38, 37 AND 36 OF SAID GROVE PARK ESTATES, SECOND PLAT TO THE SOUTHEAST CORNER OF SAID LOT 36; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14, 13, 12 AND 11 OF GROVE PARK ESTATES, FIRST PLAT TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE EAST TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SAID SOUTHWEST QUARTER OF SECTION 16; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 16 TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER TO A POINT 435.6 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST HALF OF THE SAID SOUTHEAST QUARTER; THENCE WEST ALONG A LINE PARALLEL WITH AND 435.6 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 16 A DISTANCE OF 725.7 FEET; THENCE NORTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MAIN STREET; THENCE EASTERLY AND NORTHERLY ALONG THE SAID NORTH RIGHT OF WAY LINE OF MAIN STREET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE NORTHEASTERLY ON THE EXTENSION OF THE SAID NORTH RIGHT OF WAY LINE OF MAIN STREET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTHEASTERLY ALONG THE SAID

NORTHERLY RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF LOT 4 OF THE SOUTHEAST QUARTER OF SECTION 16-15-4; THENCE NORTH PARALLEL WITH AND 330.00 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 TO A POINT ON THE NORTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 16; THENCE EAST ALONG THE SAID NORTH LINE TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST WALNUT STREET; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF EAST WALNUT STREET TO A POINT ON THE SOUTH LINE OF LOT 3 OF THE SUBDIVISION OF OUTLOT 9 OF THE NORTHWEST QUARTER OF SECTION 15-15-4; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF LOT 2 OF THE SAID SUBDIVISION OF OUTLOT 9 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE EXTENSION OF THE EAST LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 8 OF THE SAID SUBDIVISION OF THE SAID OUTLOT 9; THENCE EAST ON THE EXTENSION OF THE NORTH LOT LINE OF SAID LOT 8 TO THE POINT OF INTERSECTION OF THE EXTENSION OF THE EAST LINE OF KATIE LANE SUBDIVISION; THENCE NORTH ALONG THE EXTENSION OF SAID EAST LINE TO THE NORTHEAST CORNER OF KATIE LANE SUBDIVISION; THENCE EAST ON THE EXTENSION OF THE NORTH LINE OF SAID KATIE SUBDIVISION TO A POINT ON THE CENTERLINE OF THE BLACK BRANCH; THENCE NORTH 30.00 FEET; THENCE EAST 65.00 FEET; THENCE NORTHERLY MEANDERING ALONG THE CENTERLINE OF THE BLACK BRANCH TO THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9 OF WHITE FENCE ACRES; THENCE WEST ON THE EXTENSION OF THE NORTH LINE OF SAID LOT 9 TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH ALONG THE EAST LINE OF WHITE FENCE ACRES TO THE NORTH CORNER OF LOT 4 OF SAID WHITE FENCE ACRES, SAID POINT ALSO BEING ON THE NORTH LINE OF NORTHWEST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE SAID NORTH LINE TO THE NORTHWEST CORNER OF LOT 100 OF OAK MILL ESTATES, SECOND ADDITION; THENCE SOUTH ALONG THE WEST LINE OF THE SAID OAK MILL ESTATES, SECOND ADDITION TO THE NORTHWEST CORNER OF LOT 71 OF THE SAID OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 71; THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID LOT 71; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 71; THENCE SOUTH ALONG THE WEST LINE OF LOT 70 OF SAID OAK MILL ESTATES, SECOND ADDITION TO A POINT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 70 TO THE NORTHWEST CORNER OF SAID LOT 70; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 65 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WESTERLY TO THE NORTHWEST CORNER OF SAID LOT 65; THENCE WESTERLY TO THE NORTHWEST CORNER OF LOT 64 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF LOT 1001 OF OAK MILL ESTATES, FIRST ADDITION, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF PARK STREET; THENCE SOUTHERLY ALONG THE SAID EAST RIGHT OF WAY OF PARK STREET TO THE INTERSECTION OF THE SAID EAST RIGHT OF WAY OF PARK STREET AND THE NORTH RIGHT OF WAY LINE OF EAST MILL STREET; THENCE EAST ON THE SAID NORTH RIGHT OF WAY LINE OF EAST MILL STREET TO THE INTERSECTION OF THE SAID NORTH RIGHT OF WAY LINE OF EAST MILL STREET AND THE WEST RIGHT OF WAY LINE OF NORTH WATER STREET; THENCE NORTH ON THE NORTHERLY

EXTENSION OF THE SAID WEST RIGHT OF WAY LINE OF NORTH WATER STREET AND THE WEST LINE OF LEXINGTON HEIGHTS NO. 1 TO THE NORTHWEST CORNER OF LOT 21 OF LEXINGTON HEIGHTS NO. 1; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 60 OAK MILL ESTATES, FIRST ADDITION; THENCE NORTHERLY TO THE NORTHEAST CORNER LOT 58 OF SAID OAK MILL ESTATES, FIRST ADDITION, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SPRING RIDGE; THENCE EASTERLY ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF SPRING RIDGE TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF PARKVIEW DRIVE; THENCE SOUTH ALONG THE SAID EAST RIGHT OF WAY LINE OF PARKVIEW DRIVE TO THE SOUTHWEST CORNER OF LOT 52 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 52; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 46 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 44 OF SAID OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 42 OF SAID OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 42; THENCE WEST TO THE NORTHEAST CORNER OF LOT 48 OF OAK MILL ESTATES, FIRST ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 48; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 49 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE SOUTHWEST CORNER OF LOT 84 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHWEST CORNER OF SAID LOT 84; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 84; THENCE EAST TO THE NORTHWEST CORNER OF LOT 98 OF OAK MILL ESTATES, FIRST ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF LOT 31 OF OAK MILL ESTATES, FIRST ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 29 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF LOT 96 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE SOUTHEAST CORNER OF LOT 87 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 88 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE NORTHWEST CORNER OF SAID LOT 88; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 77 OF OAK MILL ESTATES, SECOND ADDITION; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT 77; THENCE NORTH TO THE NORTHWEST CORNER OF LOT 76 OF OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHEAST CORNER OF SAID LOT 76; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 113 OF OAK MILL ESTATES, SECOND ADDITION; THENCE EAST TO THE NORTHWEST CORNER OF LOT 26 OF OAK MILL ESTATES, SECOND ADDITION; THENCE SOUTH TO THE SOUTHWEST CORNER OF SAID LOT 26; THENCE EAST TO THE SOUTHEAST CORNER OF SAID LOT 26; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 26; THENCE EAST TO THE SOUTHEAST CORNER OF LOT 108 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 108; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 107 OF OAK MILL ESTATES, SECOND ADDITION; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 107, SAID POINT BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE EAST ALONG THE SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING:

PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION

15 IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF EASTGATE MEADOWS; THENCE SOUTH ALONG THE WEST LINE EXTENDED OF SAID LOT 1 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUCKHART ROAD; THENCE EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 269.2 FEET, MORE OR LESS TO THE WEST PROPERTY LINE OF THE ROCHESTER FIRE PROTECTION DISTRICT PROPERTY (P.I.N. 23-15.0-426-011); THENCE SOUTH ALONG THE SAID WEST PROPERTY LINE EXTENDED TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE WEST ALONG THE SAID NORTH LINE TO THE NORTHEAST CORNER OF LOT 8 OF MORNINGSIDE HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH ALONG THE SAID WEST LINE OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BUCKHART ROAD; THENCE EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE TO A POINT 136.5 FEET EAST OF THE WEST LINE OF THE SAID SOUTHEAST QUARTER; THENCE NORTH ALONG A PARALLEL LINE 136.5 FEET EAST OF THE WEST LINE OF THE SAID SOUTHEAST QUARTER AND THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 376.85 FEET; THENCE WEST TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH OAK STREET; THENCE NORTH ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10.0 FEET; THENCE EAST TO A POINT ON THE WEST LINE OF LOT 24 OF EASTGATE MEADOWS, SECOND PLAT; THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 14 OF EASTGATE MEADOWS; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 OF EASTGATE MEADOWS TO THE POINT OF BEGINNING.

EXCEPTING P.I.N. 23-15.0-305-023:

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF LOT 11 OF TWIST ADDITION TO THE VILLAGE OF ROCHESTER, ILLINOIS; THENCE SOUTHEASTERLY ON THE SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD, 103.04 FEET TO THE POINT OF BEGINNING; THENCE DEFLECTING TO THE LEFT 90 DEGREES 00 MINUTES 00 SECONDS, 70.00 FEET; THENCE DEFLECTING TO THE RIGHT 45 DEGREES 00 MINUTES 00 SECONDS, 32.73 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTHEASTERLY ON SAID SOUTHERLY RIGHT OF WAY LINE, 96.85 FEET; THENCE DEFLECTING TO THE RIGHT 90 DEGREES 11 MINUTES 58 SECONDS, 93.48 FEET TO A POINT ON THE AFORESAID SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD; THENCE NORTHWESTERLY ON THE SAID SOUTHERN RIGHT OF WAY LINE OF THE FORMER BALTIMORE AND OHIO RAILROAD, 119.99 FEET TO THE POINT OF BEGINNING.

EXCEPTING P.I.N. 23-15.0-201-013

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, BEING A 90 FEET X 135 FEET PARCEL.

EXCEPTING P.I.N. 23-15.0-201-017

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, BEING A 90 FEET X 135 FEET PARCEL.

EXCEPTING P.I.N. 23-15.0-252-002

ALL OF LOT 16 OF EASTGATE MEADOWS SUBDIVISION AND A STRIP OF LAND BEING 15 FEET X 150 FEET LYING ADJACENT TO THE NORTH LINE OF SAID LOT 16 ALL BEING A PART OF THE WEST HALF OF THE EAST HALF OF SECTION 15, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS.

EXCEPTING P.I.N. 23-15.0-376-009

PT SE EX RR SW 15-15-4



Incorporated in 1869

Village of Rochester

CERTIFICATION OF
CHIEF EXECUTIVE OFFICER

The undersigned, Joseph C. Suerdieck, Mayor of the Village of Rochester, Illinois, hereby certifies that the Village of Rochester has complied with all of the requirements of 65ILCS 5/11-74.4-1 et. seq. during the Village's preceding Fiscal Year, May 1, 2017 through April 30, 2018.

Signed the 3RD day of OCTOBER, 2018.



Village of Rochester, Illinois

JACOB  KLEIN^{LTD}
Attorneys at Law

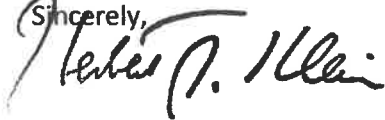
October 2, 2018

Mr. David L. Armstrong
Village of Rochester
1 Community Drive
Rochester, Illinois 62563

RE: Village of Rochester
Tax Increment Financing District
FY 2018

Dear President Armstrong and Village Board Members:

As Special Attorney for the Village of Rochester, Illinois, it is my opinion, based upon the information provided to our office that the Village has complied with the requirements for the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. This opinion is based upon the review of information prepared, in part, by others and provided to this office. To the best of our knowledge, such information is accurate but we have not independently verified all of such information. This opinion is prepared for and intended for the use of the Village Board, its officers and management, and for the Comptroller of the State of Illinois. It is not intended for and should not be used or relied upon by others.

Sincerely,


Herbert J. Klein

Thomas N. Jacob, *Of Counsel*
Nicolas P. Nelson

1701 Clearwater Ave. | Bloomington, IL 61704
ph. 309.664.7777 | fax 309.664.7878

Herbert J. Klein

925 Shooting Park Rd., Suite A | Peru, IL 61354
ph. 815.223.7550 | fax 815.223.7577

**VILLAGE OF ROCHESTER TIF DISTRICT
Fiscal Year 2018
Analysis of Annual Expenditures**

	Year ended	TOTAL
	April 30, 2018	EXPENDITURES
	Expenditure	2016-2018
I. Public Projects:		
Streets/Sidewalks/Alleys/Parking Lots	\$ 0	\$ 0
Sanitary Sewer/Lift Station/Lagoon	\$ 0	\$ 0
Water Main/Hydrants/Treatment Facility	\$ 0	\$ 0
Storm Sewer Drainage/Ponds/Basins	\$ 0	\$ 0
Utilities/Telecommunications	\$ 0	\$ 0
Land Acquisition/Demolition/Site Improvements	\$ 0	\$ 0
Building Rehab/Construction/Repair/Equipment	\$ 0	\$ 0
Environmental Contaminant Removal	\$ 0	\$ 0
Marketing/Signage/Lighting/Website	\$ 0	\$ 0
Parks/Trails/Green Space	\$ 0	\$ 0
Redevelopment Loans/Grants/Revitalization	\$ 0	\$ 0
Neighborhood Rehab Loans/Grants	\$ 0	\$ 0
Engineering/Financial/Staff/Professional	\$ 0	\$ 0
Emergency Facility/Training/Equipment	\$ 0	\$ 0
Job Training	\$ 0	\$ 0
Contiguous TIF District Infrastructure	\$ 0	\$ 0
II. Private Projects:		
Commercial Project I	\$ 0	\$ 0
Commercial Project II	\$ 0	\$ 0
Commercial Project III	\$ 0	\$ 0
Commercial Project IV	\$ 0	\$ 0
Commercial Project V	\$ 0	\$ 0
Commercial General Merchandise I	\$ 0	\$ 0
Commercial General Merchandise II	\$ 0	\$ 0
Commercial General Merchandise III	\$ 0	\$ 0
a. Larry Bielfeldt	\$ 0	\$ 0
Commercial General Merchandise IV	\$ 0	\$ 0
Commercial Convenience Store/Restaurant I	\$ 0	\$ 0
Commercial Restaurant II	\$ 0	\$ 0
Commercial Restaurant III	\$ 0	\$ 0
Commercial/Retail Strip Development	\$ 0	\$ 0
Commercial Motel/Hotel Project	\$ 0	\$ 0
Downtown Commercial Rehabilitation/Renovate Project	\$ 0	\$ 0
Highway & Service Business Project I	\$ 0	\$ 0
Highway & Service Business Project II	\$ 0	\$ 0
Highway & Service Business Project III	\$ 0	\$ 0
Highway & Service Business Project IV	\$ 0	\$ 0
Highway & Service Business Project V	\$ 0	\$ 0
Residential Townhouse Project I	\$ 0	\$ 0
Residential Townhouse Project II	\$ 0	\$ 0
Apartment Complex Project I	\$ 0	\$ 0
Apartment Complex Project II	\$ 0	\$ 0
Apartment Complex Project III	\$ 0	\$ 0
Residential Single Family Housing I & Duplex Project I		
a. Stites Development, Inc.	\$ 0	\$ 0
Residential Single Family Housing II & Duplex Project II	\$ 0	\$ 0
Residential Single Family Housing Project III & IV	\$ 0	\$ 0
Residential Single Family Housing V	\$ 0	\$ 0
Senior Development Project	\$ 0	\$ 0
Assisted/Supportive Living Facility I	\$ 0	\$ 0
Assisted/Supportive Living Facility II	\$ 0	\$ 0
a. Carriage Crossing Senior Living (Bentley Builders)	\$ 0	\$ 0
Residential Rehabilitation/Renovate Projects	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0
III. Taxing District's Capital Costs:		
Rochester Community Unit School District 3A	\$ 0	\$ 0
Rochester Public Library	\$ 0	\$ 0
Rochester Fire Protection District	\$ 0	\$ 0
Lincoln Land Community College District #526	\$ 0	\$ 0
Sangamon County Water Reclamation District	\$ 0	\$ 0
Rochester Township	\$ 0	\$ 0
County of Sangamon	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0
IV. Administrative & Professional Services		
Administrative	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0
TOTAL EXPENDITURES	\$ 0	\$ 0



Incorporated in 1869

VILLAGE OF ROCHESTER, ILLINOIS

ORDINANCE NO. 17-43

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

by and between

**THE VILLAGE OF ROCHESTER
ROCHESTER TAX INCREMENT FINANCING (TIF) DISTRICT**

and

BENTLEY BUILDERS CONSTRUCTION & DEVELOPMENT, INC.

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ROCHESTER, ILLINOIS,
ON THE 11TH DAY OF DECEMBER, 2017.**

ORDINANCE NO. 17-43

VILLAGE OF ROCHESTER, ILLINOIS
ROCHESTER TAX INCREMENT FINANCING (TIF) DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
A TIF REDEVELOPMENT AGREEMENT

by and between
THE VILLAGE OF ROCHESTER
and
BENTLEY BUILDERS CONSTRUCTION & DEVELOPMENT, INC.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS THAT:

1. The TIF Redevelopment Agreement by and between the Village of Rochester (the "Village") and Bentley Builders Construction & Development, Inc. (the "Developer") attached hereto as *Exhibit A* is in the best interest of the citizens of the Village of Rochester and is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said TIF Redevelopment Agreement and the Village Clerk of the Village of Rochester is hereby authorized and directed to attest such execution.
3. The TIF Redevelopment Agreement shall become effective upon the date of its approval and execution by both Parties on or before the 29th day of December, 2017. If both the Developer and the Village have not executed the Agreement on or before said date, this Ordinance is thereby rescinded and the Agreement shall become null and void.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the Village of Rochester this 11th day of December, 2017 and filed in the office of the Village Clerk of said Village on that date.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Doug Zobrist	✓		
Matt Butcher	✓		
Stacia Munroe	✓		
Maribeth Eandie	✓		
Joe Hill	✓		
Harold Hendrickson	✓		
Joe Suerdieck, President	✓		
TOTAL VOTES:	7	0	0

APPROVED: Joseph C. Smerdetsky Date 12/11 / 2017
President, Village of Rochester

ATTEST: Jim Long Date: 12/14 / 2017
Village Clerk, Village of Rochester

ATTACHMENT:

EXHIBIT A: TIF Redevelopment Agreement by and between the Village of Rochester and Bentley Builders Construction & Development, Inc.

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EXHIBIT A

TIF REDEVELOPMENT AGREEMENT

by and between

THE VILLAGE OF ROCHESTER

and

BENTLEY BUILDERS CONSTRUCTION & DEVELOPMENT, INC.

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS

and

BENTLEY BUILDERS CONSTRUCTION & DEVELOPMENT, INC.

ROCHESTER TAX INCREMENT FINANCING DISTRICT

DECEMBER 11, 2017

REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF ROCHESTER
and
BENTLEY BUILDERS CONSTRUCTION & DEVELOPMENT, INC.

ROCHESTER TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this ___th day of December, 2017, by and between the Village of Rochester (the “Village”), an Illinois Municipal Corporation, Sangamon County, Illinois; and Bentley Builders Construction & Development, Inc., an Illinois Corporation (the “Developer”).

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

WHEREAS, on March 8, 2017, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects (the “Plan”), designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Rochester TIF District (the “TIF District ”); and

WHEREAS, included in the Redevelopment Project Area is property to be acquired by the Developer, located near the intersection of Illinois Route 29 and Maxheimer Road, Rochester, Illinois, real estate tax property identification number (part of) 23-22-0-200-017 (the “Property”, see *Exhibit “1”*); and

WHEREAS, the Developer will acquire said Property and proceed with plans to construct an approximate 60-unit assisted living community with memory care located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the Village; and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate tax revenue of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan

and Projects for the Redevelopment Project Area and further conforms to the land uses of the Village as adopted; and

WHEREAS, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

WHEREAS, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached *Exhibit "2"* of this Redevelopment Agreement; and

WHEREAS, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated from its Project and the Village agreed to such incentives; and

WHEREAS, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

WHEREAS, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the Village; and

WHEREAS, the Parties have agreed that the Village shall reimburse the Developer **Sixty-Five Percent (65%)** of the annual "net" incremental increase in real estate tax revenues derived from the Developer's Project for reimbursement of the Developer's Estimated TIF Eligible Project Costs as set forth in *Exhibit "2"* attached hereto. Such reimbursement shall commence with tax year 2019 payable 2020 real estate tax increment generated by the Project, and shall continue only for the current remaining life of the TIF District (tax year 2040 payable 2041), or upon the Developer's receipt of the maximum reimbursement amount of **Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00)** as set forth in *Exhibit "2"* attached hereto, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Rochester TIF District I designated as the **"Bentley Builders Special Account** ("Special Account"). "Net" real estate tax increment is defined as real estate tax increment derived from the Developers's Project as previously described after a proportionate payment of administrative fees and costs and TIF District Intergovernmental Agreements, if any.

WHEREAS, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in *Exhibit "2"*; and

WHEREAS, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the Village shall be cause for the Village to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
5. The Developer shall complete the Project within sixteen (16) months following the date of execution of this Agreement, subject to extension due to Force Majeure (as defined below). The Project shall be deemed complete when the assisted living facility located on the Property is complete and open for residents.

B. ADOPTION OF TAX INCREMENT FINANCING

The Village has created a Tax Increment Financing District known as the "Rochester TIF District" which includes the Developer's Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit "2"* for the Developer's Project which shall be hereafter known as the "Bentley Builders Assisted Living Project."

C. INCENTIVES

In consideration for the Developer purchasing the Property and completing the Bentley Builders Assisted Living Project as set forth herein, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The Village shall reimburse the Developer **Sixty-Five Percent (65%)** of the annual "net" incremental increase in real estate tax generated over the base year by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs (*Exhibit "2"*). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2019 and paid in 2020, and continue for the current remaining life of the TIF District, which is tax year 2040 with final payment received in 2041, or until all TIF eligible

project costs as described in *Exhibit "2"* are fully reimbursed, not to exceed a total of **Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Rochester TIF District designated as the **"Bentley Builders Special Account"** (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement.

2. "Net" real estate tax increment is defined as increases in annual real estate tax increment derived from the Developer's Project after payment of the proportionate amount of administrative fees and costs incurred by the Village and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by the Developer's Project by the total TIF District increment.
3. Pursuant to a fully executed land purchase contract for the Property, a copy of which is to be provided by Developer ("Property Buyer") to the Village, the total land acquisition cost that is reimbursable to the Developer per this *Section C* is in consideration of the Property Seller completing and dedicating to the Village the following public infrastructure improvements:
 - a) construction of approximately 1,794 ft. of paved roadway from Maxhiemer Rd. and proceeding northwesterly to the right-of-way line of the Coe Commons property that is adjacent to the Roman Catholic Diocese property; and
 - b) construction of water line, sanitary sewer, natural gas and electric service between Maxhiemer Rd. and Cardinal Hill Rd.

In the event the public infrastructure improvements described above are not completed and accepted by the Village upon completion of Developer's Project, the Village shall reduce the annual reimbursement to the Developer to **Sixty Percent (60%)** of the annual "net" incremental increase in real estate tax generated over the base year by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs that are incurred, including land acquisition costs which are thereby limited to \$900,000 (*Exhibit "2"*).

4. In the event the Developer sells or otherwise conveys the Property, absent a written assignment to the purchaser of the Property that has been accepted by the Village pursuant to *Section N* below, any reimbursements remaining to be paid to the Developer hereunder shall cease and this Agreement shall terminate.
5. The Parties agree that, once the Project has been completed and fully assessed, the Equalized Assessed Value of the Property shall not be less than \$2,500,000.00. In the event the Equalized Assessed Value of the Property falls below this amount at any time during the term of the Agreement, any amounts otherwise remaining owed the Developer hereunder shall cease and this Agreement shall terminate after any applicable notice and cure periods.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the Village for all Eligible Project Costs permitted by the Act (subject to a limitation of \$5,500,000.00) from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term

of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.

2. It is not contemplated nor is the Village obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the Village shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to complete the project, subject to Force Majeure, as defined below.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "3"*), "Requisition" submitted from time to time by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the Village from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the

Redevelopment Plan and as allowed by Illinois Law. The Village shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.

8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the Village as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the Village's TIF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the Village may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the Village within five (5) days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer.

Any funds withheld by the Village under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the Village shall pay to the Developer the principal amount due under this Agreement as recalculated. The Village shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the Village that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the Village for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the Village.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the Village (tax year 2040 payable 2041); at an earlier time if the Village passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

I. VILLAGE PUBLIC PROJECTS

The Village intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The Village shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the Village in the TIF District.

J. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the Village to make any payments to any person other than the Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or the Developer's activities.

2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete this Project within sixteen (16) months following the date of execution of this Agreement. Failure to do so shall be cause for the Village to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the Village.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the Village may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

(The remainder of this page is intentionally blank.)

R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO VILLAGE:

Village Clerk, Village of Rochester
1 Community Drive
P.O. Box 618
Rochester, IL 62563-0618
Telephone: (217) 498-7192

TO DEVELOPER:

Bentley Builders Construction & Development, Inc.
c/o Carrie Bentley
4003 Kearns Drive
Champaign, IL 61822
Telephone: (217) 369-2319

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

S. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

U. INDEMNIFICATION OF VILLAGE

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

V. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the first to occur of the current expiration of the Rochester TIF District, tax year 2040 payable 2041, or upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

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

VILLAGE

Rochester, Illinois, a Municipal Corporation

BY: Joseph C. Scuderi
Village President, Village of Rochester

ATTEST: [Signature]
Village Clerk, Village of Rochester

DEVELOPER

Bentley Builders Construction & Development, Inc., an Illinois Corporation

BY: [Signature]

NAME: Jeffrey J Bentley

TITLE: President

EXHIBIT 1

PROPERTY DESCRIPTION

Portion of Coe Commons Subdivision
for Bentley Builders Construction, Inc. Assisted Living Facility

Part of the Northeast Quarter of Section 22, Township 15 North, Range 4 West of the Third Principal Meridian, Rochester, Sangamon County, Illinois, more particularly described as follows: Commencing at an iron pin found at the Northeast corner of said Northeast Quarter; thence North 89 degrees 24 minutes 09 seconds West on the North line of said Northeast Quarter, a distance of 30.01 feet to the point of beginning. From said point of beginning; thence South 01 degrees 10 minutes 37 seconds East, a distance of 444.88 feet to a point on the North line of Routley Subdivision; thence North 89 degrees 01 minutes 55 seconds West on said North line, a distance of 275.51 feet to an iron pin found at the Northwest corner of Lot 2 in said Routley Subdivision; thence South 01 degrees 10 minutes 40 seconds East on the West line of said Lot 2, a distance of 191.29 feet to an iron pin found at the Northwest corner of Lot 1 in said Routley subdivision; thence South 15 degrees 24 minutes 27 seconds West on the west line of said Lot 1, a distance of 169.57 feet to an iron pin found; thence South 01 degrees 19 minutes 07 seconds West, a distance of 5.99 feet to the beginning of a curve concave to the Northeast having a radius of 270.00 feet, thence Northwesterly on said curve right, a chord bearing of North 63 degrees 16 minutes 14 seconds West, a chord distance of 231.72 feet; thence North 37 degrees 51 minutes 35 seconds West, a distance of 36.41 feet to the beginning of a curve concave to the Southwest having a radius of 330.00 feet, thence Northwesterly on said curve left, a chord bearing of North 45 degrees 49 minutes 10 seconds West, a chord distance of 91.39 feet; thence North 53 degrees 46 minutes 43 seconds West, a distance of 142.84 feet; thence North 81 degrees 13 minutes 17 seconds East, a distance of 31.19 feet; thence North 36 degrees 33 minutes 42 seconds East, a distance of 276.26 feet; thence North 01 degrees 12 minutes 01 second East, a distance of 298.56 feet to a point on the North line of said Northeast Quarter; thence South 89 degrees 24 minutes 09 seconds East on said North line, a distance of 516.06 feet to the point of beginning. Containing 8.00 acres, more or less.

EXHIBIT 2

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Bentley Builders Assisted Living Project
Rochester TIF District in the Village of Rochester, Sangamon County, Illinois

Project Description: The Developer will acquire the Property and proceed with plans to construct an approximate 60-unit assisted living facility with memory care located thereon.

Street Location: Intersection of Illinois Route 29 and Maxheimer Road, Rochester, Illinois

PIN#s: 23-22-0-200-017

Estimated TIF Eligible Project Costs:

Land Acquisition ¹	\$1,259,000
Site Preparation, Clearing & Grading.....	\$450,000
Utilities Extension.....	\$53,000
Professional Fees (Architect, Legal, Accounting, Engineering, etc.)	\$703,000
Job Training.....	\$185,000
Public Infrastructure Improvements (Streets, Sidewalks, Curb, etc.)	\$200,000
Interest Buy-Down (30% of Interest Cost)	\$2,873,000
Total Estimated TIF Eligible Project Costs*	\$5,723,000

*The Village's reimbursement of Eligible Project Costs to the Developer shall not exceed \$5,500,000.00, as set forth in this Redevelopment Agreement.

¹ Pursuant to fully executed land purchase contract, a copy of which is to be provided by Developer ("Property Buyer") to the Village, the total land acquisition cost that is reimbursable per *Section C(3)* of this Redevelopment Agreement is in consideration of Seller completing the following improvements: construction of approx. 1,794 ft. of paved roadway from Maxheimer Rd. and proceeding northwesterly to the right-of-way line of the Coe Commons property that is adjacent to the Roman Catholic Diocese property; and construction of water line, sanitary sewer, natural gas and electric service between Maxheimer Rd. and Cardinal Hill Rd. All said improvements constructed by the Property Seller are to be accessible to the Bentley Builders Assisted Living Property.



Incorporated in 1869

VILLAGE OF ROCHESTER, ILLINOIS

ORDINANCE NO. 18-09

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT**

by and between

**THE VILLAGE OF ROCHESTER
ROCHESTER TAX INCREMENT FINANCING (TIF) DISTRICT**

and

LARRY BIELFELDT

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ROCHESTER, ILLINOIS,
ON THE 9TH DAY OF APRIL, 2018.**

ORDINANCE NO. 18-09

**VILLAGE OF ROCHESTER, ILLINOIS
ROCHESTER TAX INCREMENT FINANCING (TIF) DISTRICT**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT**

by and between
THE VILLAGE OF ROCHESTER
and
LARRY BIELFELDT

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS THAT:**

1. The Amendment to the TIF Redevelopment Agreement by and between the Village of Rochester (the "Village") and Larry Bielfeldt of Bloomington, Illinois (also known as the "Coe Commons Project" and the "Developer") attached hereto as *Exhibit A* is in the best interest of the citizens of the Village of Rochester and is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Amendment to the TIF Redevelopment Agreement and the Village Clerk of the Village of Rochester is hereby authorized and directed to attest such execution.
3. The Amendment to the TIF Redevelopment Agreement shall become effective upon the date of its approval on the 9th day of April, 2018 and execution by both Parties.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED and ADOPTED by the Corporate Authorities of the Village of Rochester this 9th day of April, 2018 and filed in the office of the Village Clerk of said Village on that date.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Doug Zobrist	X		
Matt Butcher	X		
Stacia Munroe	X		
Maribeth Eandi	X		
Joe Hill	X		
Harold Hendrickson	X		
Joe Suerdieck, President			
TOTAL VOTES:	6	0	

APPROVED: Joseph C. Smerduch, Date 04/09 / 2018
President, Village of Rochester

ATTEST: Jim Lang, Date: 4/9 / 2018
Village Clerk, Village of Rochester

ATTACHMENT:

EXHIBIT A: Amendment to the TIF Redevelopment Agreement by and between the Village of Rochester and Larry Bielfeldt

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EXHIBIT A

**AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT
by and between
THE VILLAGE OF ROCHESTER
and
LARRY BIELFELDT**

**VILLAGE OF ROCHESTER
TAX INCREMENT FINANCING DISTRICT**

**AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT**

by and between

THE VILLAGE OF ROCHESTER, SANGAMON COUNTY, ILLINOIS

and

LARRY BIELFELDT

APRIL 9, 2018

**VILLAGE OF ROCHESTER
ROCHESTER TAX INCREMENT FINANCING (TIF) DISTRICT
AMENDMENT TO THE
TIF REDEVELOPMENT AGREEMENT
by and between
VILLAGE OF ROCHESTER
and
LARRY BIELFELDT**

THIS AMENDMENT TO THE TIF REDEVELOPMENT AGREEMENT is entered into this 9th day of April, 2018, by and between the **VILLAGE OF ROCHESTER** (the "Village"), an Illinois Municipal Corporation, Sangamon County, Illinois; and **LARRY BIELFELDT** (the "Developer").

PREAMBLE

WHEREAS, the Village has the authority to promote the health, safety, and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, by promoting the development of private investment property thereby increasing the tax base of the Village and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 *et seq.*, as amended (the "Act"), the Village has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the Village is authorized to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, on March 8, 2017, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the **Rochester TIF District** (the "TIF District"); and

WHEREAS, on December 11, 2017, the Parties entered into a Redevelopment Agreement (the "Original Agreement"), wherein the Village agreed to extend incentives to provide reimbursement of certain TIF eligible project costs for property located near the intersection of Illinois Route 29 and Maxheimer Road, Rochester, Illinois, real estate tax property identification number (part of) 23-22.0-200-017 (the "Property"); and

WHEREAS, it is the intent of the Village to encourage economic development which will increase the real estate and municipal tax bases of the Village and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District; and

WHEREAS, the Village has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to Amend the terms of the Original Agreement executed on December 11, 2017 as set forth below.

AMENDMENT

A. AMENDED "C. INCENTIVES"

Paragraph 1 of Section C of the Original Agreement is hereby amended by replacing *Paragraph 1 of Section C* with the following revised language for said *Paragraph 1*:

1. The Village shall reimburse the Developer **Forty Percent (40%)** of the annual "net" incremental increase in real estate tax generated over the base year by the Developer's Project for the reimbursement of the Developer's Eligible Project Costs (*Exhibit "2"*). Said reimbursements shall commence with the real estate tax increment derived from the real estate taxes assessed in year 2019 and paid in 2020, and continue for the current remaining life of the TIF District, which is tax year 2040 with final payment received in 2041, or until all TIF eligible project costs as described in *Exhibit "2"* are fully reimbursed, not to exceed a total of **Nine Hundred Twenty Nine Thousand and 00/100 Dollars (\$929,000.00)**, whichever occurs first. These funds are to be allocated to and when collected shall be paid to the Village Treasurer for deposit in a separate account within the Special Tax Allocation Fund for the Rochester TIF District designated as the "**Larry Bielfeldt Special Account**" (the "Special Account"). All monies deposited into the Special Account shall be used exclusively by the Village for the purposes set forth in this Agreement.

Paragraph 4 of Section C of the Original Agreement is hereby amended by replacing *Paragraph 4 of Section C* with the following revised language for said *Paragraph 4*:

4. In the event the Developer fails to complete public infrastructure improvements relating to the construction of approximately 1,030 ft. of paved roadway, curb, street lights, storm sewer, etc. from the right-of-way line of the Coe Commons property that is adjacent to the Roman Catholic Diocese property to Cardinal Hill Road, the maximum amount the Village will reimburse the Developer hereunder shall be reduced from \$929,000.00 to \$361,000.00.

Section C of the Original Agreement is hereby further amended by adding language as stated in a new *Paragraph 5* as follows:

5. This Agreement as Amended shall not require Developer to construct sidewalks at the Developer's expense in areas located within the Village of Rochester public right-of-way that is adjacent to Maxheimer Road.

(The remainder of this page is intentionally blank.)

B. AMENDED "D. LIMITATION OF INCENTIVES TO DEVELOPER"

Paragraph 1 of Section D of the Original Agreement is hereby amended by replacing Paragraph 1 of Section D with the following revised language for said Paragraph 1:

- 1. The Developer shall be reimbursed by the Village for all Eligible Project Costs permitted by the Act (subject to a limitation of \$929,000.00) from the real estate tax increment generated by this Project located on the Property and deposited into the Special Account, but only for the term of the Agreement and only from the Property included in this Project and currently owned by the Developer at that location. The parties may add additional phases and eligible project in excess of the amount authorized by this Agreement upon mutual agreement.

C. AMENDED "EXHIBIT 2".

"Exhibit 2" of the Original Agreement is hereby amended by replacing "Exhibit 2" with the revised language for said "Exhibit 2" attached hereto as **Exhibit A**:

D. PRIOR AGREEMENT TERMS APPLY.

All terms of the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this Amendment to the Redevelopment Agreement.

E. WARRANTY OF SIGNATORIES.

Each Party acknowledges that, in executing this Agreement as Amended, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement as Amended. This Agreement as Amended shall not be construed against any Party by reason of the drafting or preparation hereof and the signatories of the Parties hereby warrant full authority to both execute this Agreement as Amended and to bind the entity in which they are signing on behalf of.

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

VILLAGE

VILLAGE OF ROCHESTER, an Illinois Municipal Corporation:

BY: Joseph C. Sueddecke
Village President

ATTEST: [Signature]
Village Clerk

DEVELOPER

LARRY BIELFELDT, the Developer:

BY: Larry Biefeldt

NAME: _____

TITLE: _____

EXHIBIT A

“EXHIBIT 2 OF ORIGINAL AGREEMENT AS AMENDED”

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Larry Bielfeldt Development Project

Rochester TIF District in the Village of Rochester, Sangamon County, Illinois

Project Description: The Developer owns the Property and is proceeding with plans to prepare the site for commercial and retail development by making infrastructure improvements and extending utilities thereto, including constructing a road on the Property connecting Maxheimer Road to Cardinal Hill Road .

Street Location: Intersection of Illinois Route 29 and Maxheimer Road, Rochester, Illinois
PIN#s: (part of) 23-22.0-200-017

Estimated TIF Eligible Project Costs on Coe Commons Property:

Utilities Extension (water main, sanitary sewer, gas, electric)	\$168,000
Professional Fees (Architect, Legal, Accounting, Engineering, etc.)	\$135,000
Public Infrastructure (Streets, Curb, Street Lights, Storm Sewer, etc.)	\$1,300,000
Total Estimated TIF Eligible Project Costs*	\$1,603,000

Estimated TIF Eligible Project Costs on Roman Catholic Diocese Property:

Utilities Extension (water main, sanitary sewer, gas, electric)	\$268,000
Public Infrastructure (Streets, Curb, Street Lights, Storm Sewer, etc.)	\$568,000
Total Estimated TIF Eligible Project Costs¹	\$836,000

¹ The Village’s reimbursement of Eligible Project Costs to the Developer shall not exceed \$929,000.00, as set forth in this Redevelopment Agreement. In the event the Developer fails to complete the public infrastructure improvements relating to the construction of approximately 1,030 ft. of paved roadway, curb, street lights, storm sewer, etc. from the right-of-way line of the Coe Commons property that is adjacent to the Roman Catholic Diocese property to Cardinal Hill Road, the Village’s reimbursement of Eligible Project Costs to the Developer shall not exceed \$361,000.00, as set forth in this Redevelopment Agreement.

Village of Rochester
TIF District I
Intergovernmental Agreements

ATTACHMENT M

1. Rochester Community Unit School District 3A

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the School District.

2. Rochester Public Library District

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the Library District.

3. Rochester Fire Protection District

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the Fire District.

4. Lincoln Land Community College District #526

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the Community College District.

5. Sangamon County Water Reclamation District

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the Water Reclamation District.

6. Rochester Township

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the Rochester Township.

7. County of Sangamon

During the 2018 Fiscal Year, there were no funds paid from the TIF District to the County.