

PUBLIC HEARING

Monday, February 26, 2024 – 6:45 pm
Shiloh Municipal Building, 1 Park Drive

CALL TO ORDER

BUSINESS

1. ADOPT A BUSINESS DISTRICT PLAN TO BE CALLED THE "GREEN MOUNT - LEBANON BUSINESS DISTRICT" (SOUTHEAST QUADRANT OF THE INTERSECTION OF N GREEN MOUNT ROAD AND LEBANON AVENUE)

ADJOURNMENT



AGENDA

Village Board of Trustees

Committee at Large Meeting

Monday, February 26, 2024 - 7:00 pm
Shiloh Municipal Building, 1 Park Drive

Call to Order

Pledge of Allegiance

Public Comments \ Announcements

1. SENATOR CHRISTOPHER BELT & REPRESENTATIVE JAY HOFFMAN
2. YORKTOWN GOLF COURSE UPDATE

Minutes – JANUARY 23, 2024

Treasurer's Report

Mayor's Report

1. RE-APPOINTMENT OF TOM BROWN TO THE SHILOH POLICE PENSION BOARD

Committee Reports:

Administration & Personnel (NORTHWAY)

Finance & Budget (WILKE)

Planning & Development (HOLZUM)

1. DRAFT ORDINANCE – AN ORDINANCE ESTABLISHING THE GREEN MOUNT – LEBANON BUSINESS DISTRICT; AUTHORIZING THE IMPOSITION AND COLLECTION OF A SALES TAX WITHIN SUCH BUSINESS DISTRICT; AND APPROVING CERTAIN ACTIONS IN CONNECTION WITH THE ESTABLISHMENT OF SUCH BUSINESS DISTRICT (SOUTHEAST QUADRANT OF THE INTERSECTION OF NORTH GREEN MOUNT ROAD AND LEBANON AVENUE)

Public Parks & Facilities (WARCHOL)

Public Safety (VERNIER)

1. AUTHORIZATION TO PARTICIPATE IN A TASER REPLACEMENT PROGRAM WITH AXON ENTERPRISE, INC. – PROGRAM LENGTH 60 MONTHS – TOTAL OF \$146,774.16 (PAYMENTS SPLIT INTO THE 5 YEARS)
2. AUTHORIZE RADIO REPLACEMENT WITH MOTOROLA SOLUTIONS – TOTAL OF \$13,423.92
3. AUTHORIZE THE MAYOR TO SIGN THE DISPATCH CONTRACT WITH THE CITY OF O’FALLON – TOTAL OF \$172,500.00 (PAID QUARTERLY)

Streets (MCCULLOUGH)

Other Business

1. EXECUTIVE (CLOSED) SESSION
(65 ILCS – SECTION 2)
(MAY BE HELD TO DISCUSS PERSONNEL MATTERS (C) 1, COLLECTIVE BARGAINING (C) 2, PURCHASE OR LEASE OF REAL ESTATE (C) 5, SALE OR LEASE OF REAL ESTATE (C) 6, LITIGATION (C) 11, and DISCUSSION OF CLOSED SESSION MINUTES (C) 21
2. ACTION TAKEN ON EXECUTIVE SESSION ITEMS (IF ANY)

Bills

Adjournment

Green Mount – Lebanon

Business District Plan



Prepared for the
Village of Shiloh, Illinois

Prepared by
PCAV PLANNERS
February 5, 2024

Acknowledgments

Mayor

Bob Weilmuenster

Village Board of Trustees

Jason Holzum
Russ McCullough
Kristy Northway
Jim Vernier
Julia Warchol
Matt Wilke

Village Clerk

Brenda Kern

Village Treasurer

Bill Boker

Chief Financial Officer

Tracy D. Kennett, CPA

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SECTION 1: INTRODUCTION

BACKGROUND AND PURPOSE

The Village of Shiloh, Illinois (the “Village”) is considering the establishment of a new Business District (the “District”) and Business District Plan (the “Plan”). The Village has long recognized the benefits of having a strong and diversified economic base. In furtherance of this goal, the Village continuously promotes opportunities for private investment that result in sound and stable commercial and industrial growth.

The purpose of this document is to set forth a plan to induce the development of approximately 70 acres of land, including right-of-way, located primarily in the southeast quadrant of the intersection of N Green Mount Road and Lebanon Avenue, expanding to the east along Lebanon Avenue and to the south along N Green Mount Road. This area is hereby known as “Green Mount – Lebanon Business District,” the boundary of which is displayed in **Exhibit A: Business District Boundary** on the following page. The intent of this Business District Plan is to encourage and promote the attraction of new businesses to this part of the Village, which will help to partially fund the extension of the public sewer system to these properties.

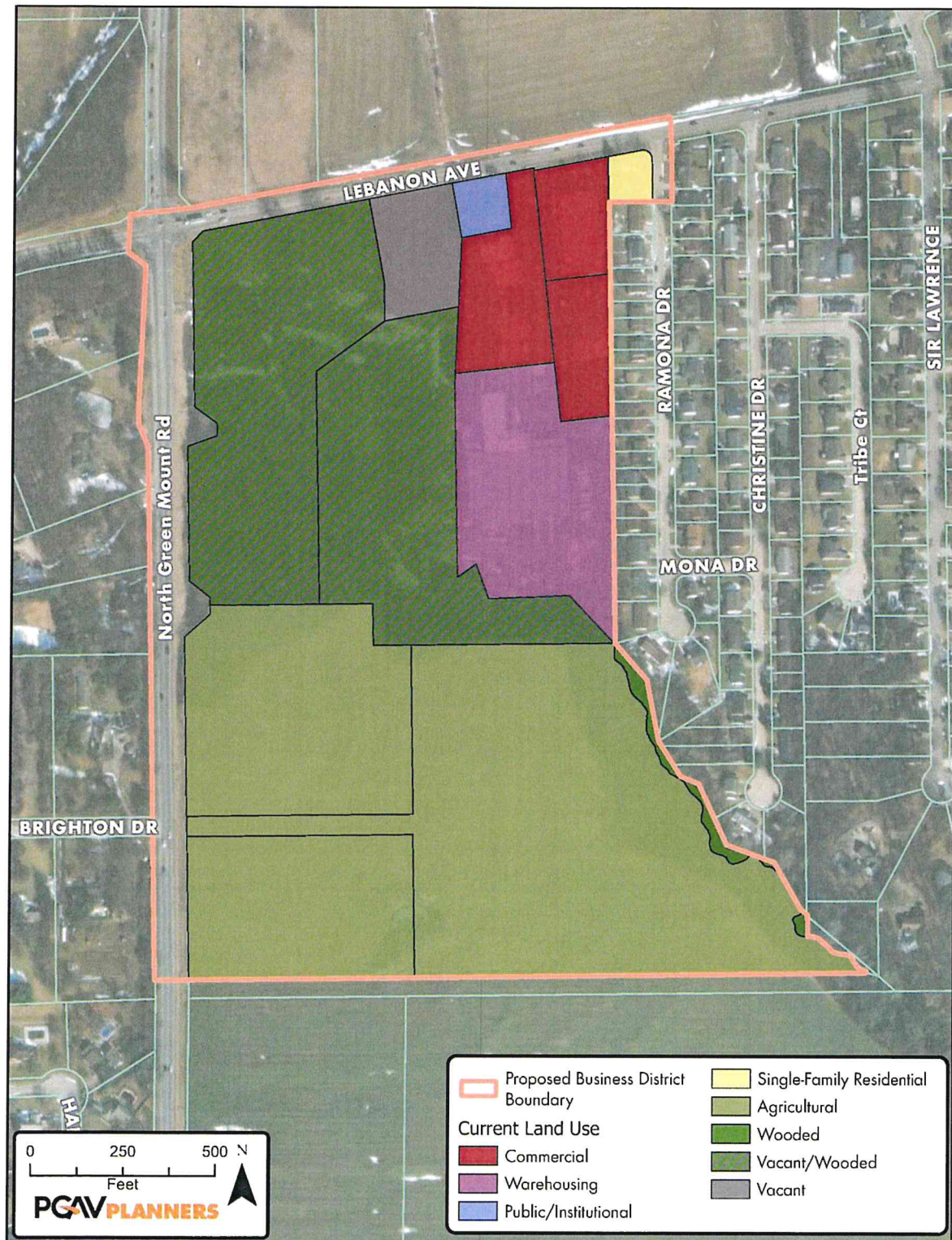
This proposed Business District includes a building housing the Shiloh Police Department, some existing businesses, including Wilke Window & Door and Norm’s Bargain Barn, and a few large vacant and agricultural tracts of land. Of the 70 acres, approximately 11 acres are currently developed, just over 35 acres are utilized for agricultural production, and about 17 acres are undeveloped land with tree cover. These land uses are displayed in **Exhibit B: Current Land Use**.

The Village has determined that the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, et. seq.) (the “Business District Law”) is an appropriate vehicle to be used as an inducement for funding a portion of the costs associated with new construction and providing the supporting infrastructure needed for development in the Business District. Designating the area as a Business District will move the Village, at least in part, toward completing a few of its goals and objectives listed in the 2018 Comprehensive Plan, including the following:

- Expanding infrastructure, particularly water, sewer, and streets, and forming capital for needed improvements
- A need for more commercial development to encourage a more diverse economy
- Balancing the inevitable growth of the community with the infrastructure needs of both residential and commercial development
- Identifying funding sources for improvements to and the extension of the sanitary sewer system

Exhibit A: Business District Boundary



Exhibit B: Current Land Use

MUNICIPAL AUTHORITY

The Business District Law authorizes Illinois municipalities to designate an area within the municipality as a “Business District.” A Business District must be established in conformance with a specific plan officially approved by the corporate authorities of the municipality after a public hearing and must also conform to the municipality's comprehensive plan.

The exercise of the powers provided for in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts. The use of such powers for the development and redevelopment of business districts is a public use essential to the public interest. In accordance with the Business District Law, the Village may exercise the following powers:

- (1) To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection 10) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.*
- (2) Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith.*
- (2.5) To acquire property by eminent domain in accordance with the Eminent Domain Act.*
- (3) To clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.*

-
- (4) *To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.*
 - (5) *To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.*
 - (6) *To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.*
 - (7) *To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.*
 - (8) *To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.*
 - (9) *To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.*
 - (10) *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.*
 - (11) *If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.*

ADDITIONAL STATUTORY PROVISIONS

In accord with the provisions of the Business District Law stated above, a municipality may enter into contracts necessary or incidental to the implementation and furtherance of a Business District

Plan. This contracting power includes entering into an agreement with a developer or other nongovernmental person that provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes the municipality receives from the development or redevelopment of properties in the Business District.

Also, the corporate authorities of a municipality may impose a retailers' occupation tax, service occupation tax, or hotel operators' occupation tax by ordinance pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law. However, in order to establish such taxes, the Business District area must qualify as a "blighted area" as that term is defined in Section 11-74.3-5 of said law:

"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

Furthermore, a Business District Plan shall be prepared. As defined in Section 11-74.3-5 of the Business District Law, a "Business District Plan" is the written plan for the development or redevelopment of the area identified as the District and must contain the following information:

- (1) a specific description of the boundaries of the proposed business district, including a map illustrating the boundaries;*
- (2) a general description of each project proposed to be undertaken within the business district, including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;*
- (3) the name of the proposed business district;*
- (4) the estimated business district project costs;*
- (5) the anticipated source of funds to pay business district project costs;*
- (6) the anticipated type and terms of any obligations to be issued; and*
- (7) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 and the period of time for which the tax shall be imposed.*

This document constitutes the Green Mount – Lebanon Business District Plan. It sets forth the necessity for the designation of the Business District, the qualifications of the Business District as a "blighted area," a statement of objectives and policies to achieve these objectives, and a description of proposed projects for the Business District.

SECTION 2: ANALYSIS OF BLIGHTING FACTORS

QUALIFICATIONS ANALYSIS FOR THE BUSINESS DISTRICT

Because the Village intends to implement an additional retailers' occupation tax and service occupation tax of up to 0.5%, in accordance with the provisions of the Business District Law, an evaluation of the conditions within the Business District was conducted. Information gathered for this analysis was derived from inspecting the conditions of the property and information from the Illinois Department of Revenue regarding sales tax revenue. The following discussion in this section of the Plan summarizes the existing conditions within the Business District that allow it to qualify as a "blighted area" as defined by the Business District Law.

Predominance of Non-existent/Inadequate Street Layout

The proposed Business District contains some existing businesses and large tracts of undeveloped land. The Area suffers from non-existent street layout and would not reasonably be anticipated to be developed without the Business District in place. Of the 70 total acres that make up the proposed Business District, 52 acres, or 74.3% of the land within the proposed District, are undeveloped and contain no internal streets or drives.

Sufficient infrastructure investment would allow these tracts of land to be developed in accordance with the Village's 2018 Comprehensive Plan. Many acres, identified in **Exhibit B** as being agricultural or vacant/wooded, have excellent visibility from N Green Mount Road and Lebanon Avenue and represent a major development and economic opportunity for the Village and the existing businesses nearby. It is clear these parcels will not reach their full economic utilization unless an adequate street network is constructed.

If the Business District manages to attract private investment, it is likely Lebanon Avenue and N Green Mount Road may need to be upgraded to include additional ingress/egress, turn lanes, and driving lanes. Additional studies need to be completed to determine the desired capacity and configuration of these roads once the vacant land in the Business District is developed in compliance with the Village Comprehensive Plan. However, it is likely these two roadways are inadequate to serve a fully developed Business District.

Economic Underutilization of the Area that Represents an Economic Liability

The Village's Comprehensive Plan calls for the development of additional commercial opportunities and encourages a diverse economy. The vacant and underutilized properties in the Business District are not contributing to reaching the goals of the Comprehensive Plan and represent an economic underutilization of the area. Underutilized properties create an economic liability for the Village, as they are not producing the necessary revenue to fund public services and government functions.

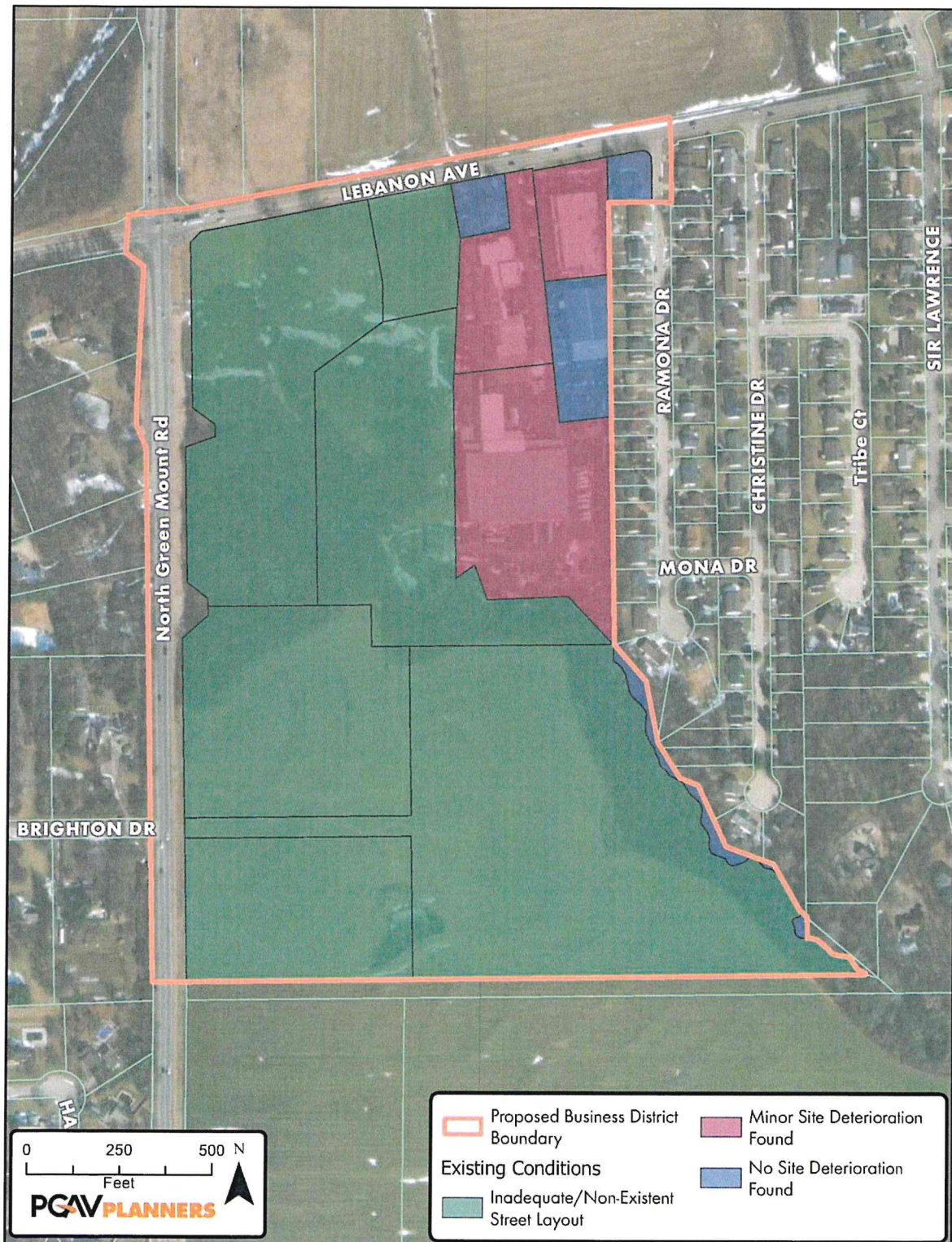
QUALIFICATION SUMMARY AND FINDINGS

Based on the “blighted area” definition outlined in the Business District Law, there are enough conditions that represent the required qualifications. These include:

- There are large tracts of vacant, agricultural, and wooded land that cannot be developed without the construction of internal streets, drives, and sidewalks. The area suffers from a non-existent street layout.
- It is likely the existing roadways of N Green Mount Road and Lebanon Avenue will need to be improved and/or configured differently to meet the development opportunities in the Business District.
- The underdeveloped properties in the Business District are underutilized and represent an economic liability for the Village. The current land use does not fulfill the goals of the Comprehensive Plan.

Therefore, the Business District meets the standards as a “blighted area” per Section 11-74.3-5(3) of the Business District Law for designation as a “Business District” for purposes of imposing a tax pursuant to subsections (10) or (11) of Section 11-74.3-3 of the Business District Law. The Business District represents an area of the Village, which by reason of inadequate or non-existent streets along with large, undeveloped tracts of land, constitutes an economic liability and underutilization of the area.

Exhibit C: Qualifying Conditions



SECTION 3: BUSINESS DISTRICT PLAN

DESCRIPTION OF THE BUSINESS DISTRICT

The Business District consists of approximately 70 acres of land. The boundaries of the Business District are delineated in **Exhibit A: Business District Boundary** in Section 1, and a boundary description is attached in the **Appendix as Attachment A**.

PURPOSE OF THE PLAN

The purpose of the Business District Plan (the “Plan”) is to induce public and private investment in the construction of buildings and infrastructure related to new commercial development. The Plan establishes the objectives and policies for developing the Business District.

Under the provision of the Illinois Business District Development and Redevelopment Law, the Village intends to adopt two of the Business District sales taxes (retailers’ and service taxes) as provided for in Section 11-74.3-3 (10) of the Business District Law at the level of 0.5%. The Plan also describes the proposed uses of the revenue to be generated by the Business District taxes and lays out policies for using Business District tax revenue to provide incentives to achieve the Village’s objectives for the Business District.

BUSINESS DISTRICT OBJECTIVES

It is the overall objective of this Plan to encourage public and private investment in the Business District. More specifically the objectives include:

Objective #1: Expand Shiloh’s Economic Base

Use incentives to enhance the Village’s commercial base by developing several properties currently vacant, wooded, or used for agriculture, including the addition of water and sewer services and parking surfaces that do not currently exist in the Area.

Objective #2: Encourage Investment and Grow the Village’s Existing Businesses

The Business District contains a few existing businesses that will benefit from added traffic and additional tax revenue that will result as the area develops more.

Objective #3: Remedy Blighted Conditions

Eliminate the conditions that caused the Business District to qualify as a “blighted area” as defined in Business District Law. In this case, that means providing an adequate street layout throughout the Business District.

GENERAL DESCRIPTION AND LOCATION OF PROPOSED PROJECT

The initial project proposed for the Business District is to extend the municipal sewer system to serve the developable land in the southeast quadrant of the intersection of N Green Mount Road and Lebanon Avenue. Subsequent projects would include the construction of various commercial structures and parking areas done in concert with further extensions of the sewer system. Lastly, the southernmost part of the Business District will likely be developed for residential use to comply with the Comprehensive Plan's Future Land Use map and current zoning of the properties.

BUSINESS DISTRICT POLICIES

It is the intent of this Plan to foster development within the Business District in a manner that is consistent with good urban planning practices, the Village's economic development goals and objectives, and all applicable codes and ordinances. The policies as set forth below are established to promote these objectives.

Development Agreements or Other Such Instruments

In order to ensure that development occurs in a manner consistent with this Plan, the Village and businesses are expected to enter into development agreements or other such instruments that will establish the terms and conditions under which Business District financial incentives are to be provided. Such instruments may establish, among other things:

- the development entity to receive the incentive,
- the public and/or private improvements to be built, and
- identification of the type and amount of project costs to be reimbursed from Business District sales taxes.

The Village may enter into multiple development agreements or other such instruments with other developers if necessary to implement the Business District Plan.

Development Policies

Development within the Business District should occur in a manner that is consistent with good urban planning practices, the Village's economic development goals and objectives, and all applicable codes and ordinances. This Business District Plan is in accordance with the goals and directives laid out in the Village's 2018 Comprehensive Plan.

Economic Incentive Policies

To induce private investment in the Business District, the Village intends to provide certain economic incentives to private parties. In providing such incentives, it is not the policy or intent of the Village to create an unfair advantage of one business over a like-kind business. Instead, incentives will be

used to help make projects feasible by helping to offset extraordinary project costs permitted in the Business District Law and as cited on the following pages.

It is the policy of the Village to assign the revenue generated by each development to pay off Business District eligible costs and debt obligations incurred by that development before using those funds to pay for eligible costs elsewhere in the Business District. This does not guarantee that each development is entitled to 100% of the Business District revenue it generates. The amount of Business District revenue obligated to each development is subject to the terms and conditions of their respective development agreements. The purpose of this policy is to reassure developers and businesses that their obligations will be paid in full, as Business District funds are available, before those funds are used elsewhere in the Business District.

BUSINESS DISTRICT PROJECT COSTS

The following costs are anticipated to be incurred in implementing the Business District. The Business District projects described above may entail a range of public and private activities and associated costs as provided for in Section 11-74.3-5 of the Business District Law, including without limitation the following:

- (1) costs of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services, provided that no charges for professional services may be based on a percentage of tax revenues received by the municipality;*
- (2) property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;*
- (3) site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;*
- (4) costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;*

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- (5) costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;*
 - (6) costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;*
 - (7) financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations issued under this Law that accrues during the estimated period of construction of any development or redevelopment project for which those obligations are issued and for not exceeding 36 months thereafter, and any reasonable reserves related to the issuance of those obligations; and*
 - (8) relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.*

The Village intends to provide economic development assistance through the funding and refinancing of certain development costs to be incurred by businesses and/or developers under the terms and conditions of development agreements in furtherance of the objectives of this Plan. Economic development assistance may include expenditures for public and private improvements as itemized in **Exhibit D: Estimated Business District Project Costs**.

Exhibit D should not be construed to limit the ability of the Village to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the Village and any developer(s), property owner, or business tenant.

Exhibit D: Estimated Business District Project Costs

Description	Estimated Cost
A. Public Works (streets, water, sewer, parking surfaces, utilities, etc.)	\$3,067,800
B. Property Assembly (land acquisition, real/personal property)	\$255,650
C. Site Preparation (grading, demolition, clearing land, mine subsidence, etc.)	\$357,910
D. Construction of Privately Owned Improvements (buildings, streets, parking surfaces, utilities, equipment, etc.)	\$766,950
E. Building Renovation, Repair, and Relocation	\$255,650
F. Professional Services, Studies, and Plans	\$255,650
G. Relocation Costs (to the extent the City requires it)	\$51,130
H. Financing Costs (cost of issuing obligations or interest)	\$102,260
I. Contingency Costs (10%)	\$255,600
Total Estimated Costs to be Paid by Business District Revenue:	\$5,368,600

Notes:

- 1 All costs shown are in 2024 dollars
- 2 Adjustments may be made among line items within the budget based on actual costs without further amendment of this plan.
- 3 The total estimated business district project costs shall not be increased by more than 5% after adjustment for inflation from the date of approval of the Business District Plan, per subsection 11-74.3-2 (f) of the Business District Law.
- 4 Limited financing costs expected for the project are included above. However, financing costs such as interest expense, capitalized interest, and costs of issuance of obligations are not quantified herein but are fully authorized under this plan. These costs are subject to market conditions and will be considered part of the business district project cost as incurred.
- 5 Additional private investment beyond the costs outlined above are expected within the Business District.

SOURCES OF FUNDS TO PAY BUSINESS DISTRICT PROJECT COSTS

A portion of the funds necessary to pay for Business District project costs are to be derived from the following Business District Sales Taxes in accordance with Section 11-74.3-3 (10) of the Business District Law:

“...retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs...”

These taxes are to be imposed at the rate of 0.5% and are defined in Section 11-74.3-6 of the Business District Law as follows:

(b) ...a Business District Retailers' Occupation Tax upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or

registered with an agency of this State's government, at retail in the business district at a rate not to exceed 1% of the gross receipts from the sales made in the course of such business, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

- (c) *...a Business District Service Occupation Tax shall also be imposed upon all persons engaged, in the business district, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be imposed at the same rate as the tax imposed in subsection (b) [Business District Retailers' Occupation Tax] and shall not exceed a rate of 1% of the selling price of tangible personal property so transferred within the business district, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.*

The Village shall deposit the proceeds of the aforementioned taxes imposed into a special fund of the Village to be named the **“Green Mount – Lebanon Business District Tax Allocation Fund”**.

Other sources of funds that may be used to pay the costs of implementation of the Business District objectives include:

- Private capital which is available through cash reserves or financing entities,
- Improvements funded by third party tenants or users, and
- Other sources of public financing that may be identified at such time in the future to fund project costs.

The Village may issue, or may cause to be issued by another issuer, obligations secured by the Business District Tax Allocation Fund to provide for the payment of Business District project costs in accordance with the applicable portions of the Business District Law. Such obligations may be issued in one or more series, bear such date or dates, become due at such time or times as therein provided, but in any case not later than 20 years after the date of issue or the dissolution date of the Business District taxes imposed, whichever is earlier.

The term of the Business District taxes imposed shall be no more than 23 years after the date of adoption of the ordinance imposing taxes (see citation on the following page). For example, if the Business District taxes are approved on August 15, 2024, the municipality will adopt an ordinance rescinding the taxes before August 15, 2047. The Department of Revenue accepts documentation for imposing and rescinding Business Districts on April 1st and October 1st. If the documentation is submitted by October 1st, the Business District taxes shall be imposed the following January 1st, a delay of three months. Similarly, if the submission meets the April 1st deadline, the taxes shall be imposed the following July 1st.

If a municipality rescinds the Business District taxes before August 15, 2047, as in the previous example, they will meet the October 1, 2047 deadline and collection of Business District taxes would cease January 1, 2048. Due to the delay in distribution to municipalities of sales tax collections, the final payment from the Department of Revenue would be received by the municipality in the spring of 2047. The dissolution of the Business District shall take place no more than 270 days following payment to the municipality of the last distribution of taxes.

SECTION 4: FINDINGS AND AMENDMENTS TO THE BUSINESS DISTRICT PLAN

ESTABLISHMENT AND TERM OF THE BUSINESS DISTRICT

The establishment of the Business District shall become effective upon adoption of an ordinance by the Village Board adopting this Plan. The Business District shall expire in accordance with the provisions of the Business District Law in Section 11-74.3-6 (f) that states:

When business district project costs, including, without limitation, all obligations paying or reimbursing business district project costs have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall be distributed to the municipal treasurer for deposit into the general corporate fund of the municipality. Upon payment of all business district project costs and retirement of all obligations paying or reimbursing business district project costs, but in no event more than 23 years after the date of adoption of the ordinance imposing taxes pursuant to subsection (10) or (11) of Section 11-74.3-3, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsection (10) or (11) of Section 11-74.3-3.

FINDINGS OF THE PLAN

The Village hereby finds and determines as follows:

1. This Plan constitutes a specific plan for a Business District named the Green Mount – Lebanon Business District in the Village of Shiloh, St. Clair County, Illinois.
2. The designation of the Business District as identified in this Plan and the boundaries thereof delineated in **Exhibit A: Business District Boundary**, as well as described by the legal description contained in the **Appendix as Attachment A**, will assure opportunities for development and attraction of quality commercial growth to the Village.
3. The Business District is contiguous and includes only parcels of real property directly and substantially benefited by this Plan.
4. The Village's exercise of the powers provided in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the Village.

5. The Business District qualifies as a “blighted area” because the District represents a portion of the Village, which by reason of non-existent/inadequate street layout, constitutes an economic liability and an economic underutilization of the area.
6. The Business District, on the whole, has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of this Business District Plan (see “Economic Underutilization of the Area” in Section 2) and expansion of public services and utilities to the Area.
7. The land uses within the Green Mount – Lebanon Business District Plan will comply with all applicable codes and ordinances currently used by the Village to regulate land use.

PLAN AMENDMENTS

The procedure for amending this Plan shall also be in conformance with the provisions of the Business District Law. After a municipality has by ordinance approved a business district plan and designated a business district, the plan may be amended, the boundaries of the business district may be altered, and the taxes that were imposed may be altered.

Changes which...

- alter the exterior boundaries of the business district,
- substantially affect the general land uses described in the business district plan,
- substantially change the nature of any business district project,
- change the description of any developer, user, or tenant of any property to be located or improved within the proposed business district,
- increase the total estimated business district project costs set out in the business district plan by more than 5% after adjustment for inflation from the date the business district plan was approved,
- add additional business district costs to the itemized list of estimated business district costs as approved in the business district plan, and/or
- impose or increase the rate of any tax to be imposed...

may be made by the municipality only after the municipality by ordinance fixes a time and place for, gives notice by publication of, and conducts a public hearing pursuant to the procedures set forth in the Business District Law. Changes which do not exceed these requirements or thresholds may be done without further public hearing provided the municipality give notice in a newspaper within 30 days.

APPENDIX

ATTACHMENT A: LEGAL DESCRIPTION

Green Mount – Lebanon Business District

Land Description
REVISED 1/26/2024

Part of the Southwest Quarter of Section 7, Township 1 North, Range 7 West of the Third Principal Meridian, and part of the Southeast Quarter of Section 12, Township 1 North, Range 8 West of the Third Principal Meridian, all in St. Clair County, Illinois, being more particularly described as follows:

Beginning at the southwest corner of Lot 1 of "Orphan Place," reference being had to the plat thereof recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction along the west line of Lots 2 through 14 of said "Orphan Place," 1194.20 feet to the southwest corner of said Lot 14 of "Orphan Place;" thence southeasterly, along the westerly line of Lot 15 of said "Orphan Place," a distance of 131.78 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 15, a distance of 168 feet to the most southerly corner thereof, said point being the most westerly corner of Lot 21 of "Orphan Place 1st Addition," reference being had to the plat thereof recorded in Plat Book 85 on Page 79 in the St. Clair County records; thence southeasterly, along the west line of said Lot 21, and along the westerly line of Lot 20 of said "Orphan Place 1st Addition," 113 feet; thence southeasterly, continuing along the westerly line of said Lot 20, a distance of 53.8 feet; thence in a southeasterly direction, continuing along the westerly line of said Lot 20, and along the westerly line of Lot 19 of said "Orphan Place 1st Addition," a distance of 180.58 feet; thence in a southeasterly direction, along the southerly line of said Lot 19, and along the southerly line of Lot 18 of said "Orphan Place 1st Addition," a distance of 139.17 feet; thence in a southeasterly direction along the westerly line of said Lot 18, a distance of 143 feet to a bend point in the southerly line of said Lot 18; thence in a southeasterly direction, along the southerly line of said Lot 18, a distance of 25.08 feet to the most southerly corner thereof; thence in a southerly direction, along the southerly prolongation of the east line of the aforementioned

Lot 18 of "Orphan Place 1st Addition," said line being the westerly line of a tract conveyed to Bradly A. Blume by a deed recorded as

Document No. A02258733 in the St. Clair County records, a distance of 50 feet more or less to the center line of a creek, said creek center line being the southwesterly line of the tract conveyed to Bradly A. Blume described in Document No. A02258733; thence in a southeasterly direction, along said southwesterly line of the Blume tract, 200 feet more or less to its intersection with the north line of a tract conveyed to Michael John Hiemer and Daniel Carl Hiemer by the deed recorded as Document No. A02295757 in the St. Clair County records; thence westerly, along said north line, 1850 feet more or less to its intersection with the easterly right of way line of "North Greenmount Road;" thence continuing westerly, 90 feet to the westerly right of way line of "North Greenmount Road;" thence in a northerly direction, along said westerly line of "North Greenmount Road," being a line lying 45.00 feet west of and parallel to the center line of said "North Greenmount Road," 1435.73 feet to Sta. 247+50/45.00' Left; thence continuing along said right of way line, in a generally northerly direction, the following (5) courses and distances; (1) Northwesterly 65.00 feet to Sta. 248+10/70.00' Left; (2) Northerly, 40.00 feet to Sta. 248+50/70.00' Left; (3) Northeasterly, 350.89 feet to Sta. 252+00/45.00' Left; (4) Northerly, 40.00 feet to Sta. 252+40/45.00' Left; (5) Northwesterly 60.72 feet to Sta. 252+76.10/93.82' Left, said point lying on the southerly right of way line of Lebanon Avenue; thence in a northwesterly direction, to a point in the northerly right of way line of Lebanon Avenue at Station 253+55.89/119.58' Left of the "North Greenmount Road" centerline; thence in a northeasterly direction, along said northerly right of way line of Lebanon Avenue, to its intersection with the northerly prolongation of the east right of way line of "Ramona Drive," reference being had to the aforementioned plat of "Orphan Place" recorded in Plat Book 83 on Page 25 in the St. Clair County records; thence in a southerly direction, along said prolongation, and along said east right of way line of "Ramona Drive," to its intersection with the easterly prolongation of the south line of the aforementioned Lot 1 of "Orphan Place;" thence in a westerly direction, along said prolongation, and along said south line of Lot 1 of "Orphan Place," to the point of beginning and containing 70 acres more or less.

ATTACHMENT B: PROJECT AREA PHOTOS







Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-545247-45329.609JK

Issued: 02/07/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 112123

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Shiloh Police Dept. - IL 3498 Lebanon Ave Belleville, IL 62221-4481 USA	Shiloh Police Dept. - IL 3498 Lebanon Ave Belleville IL 62221-4481 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Koestner Phone: (480) 515-6377 Email: jkoestner@axon.com Fax:	Jesse Phillips Phone: 6184106734 Email: jphillips@shilohil.org Fax: (618) 632-7992

Quote Summary

Program Length	60 Months
TOTAL COST	\$146,774.16
ESTIMATED TOTAL W/ TAX	\$146,774.16

Discount Summary

Average Savings Per Year	\$10,644.78
TOTAL SAVINGS	\$53,223.88

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$24,215.12	\$0.00	\$24,215.12
Jul 2025	\$30,639.76	\$0.00	\$30,639.76
Jul 2026	\$30,639.76	\$0.00	\$30,639.76
Jul 2027	\$30,639.76	\$0.00	\$30,639.76
Jul 2028	\$30,639.76	\$0.00	\$30,639.76
Total	\$146,774.16	\$0.00	\$146,774.16

Quote Unbundled Price:	\$199,998.04
Quote List Price:	\$159,094.84
Quote Subtotal:	\$146,774.16

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	23	60	\$132.55	\$102.91	\$98.74	\$136,261.20	\$0.00	\$136,261.20
A la Carte Hardware									
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	1	60		\$2,579.04	\$50.22	\$3,012.96	\$0.00	\$3,012.96
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Total							\$146,774.16	\$0.00	\$146,774.16

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$48.18	\$192.72
1k	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
Grand Total				\$13,423.92(USD)		



Billing Address:
SHILOH, VILLAGE OF
#1 PARK DR
SHILOH, IL 62269
US

Quote Date:01/18/2024
Expiration Date:04/17/2024
Quote Created By:
Martin Bechina
Marty.Bechina@
motorolasolutions.com

End Customer:
SHILOH, VILLAGE OF
Jesse Phillips
jphillips@shilohil.org
(618)632-9047

Contract: 24302 - STARCOM21, IL
DIT7016660

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 1500 Enhanced						
1	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	4	\$1,932.32	\$1,410.59	\$5,642.36
1a	GA00804AA	ADD: APX O2 CH (GREY)	4	\$541.00	\$394.93	\$1,579.72
1b	GA01339AA	ENH: SW P25 TRUNKING	4	\$1,177.00	\$859.21	\$3,436.84
1c	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	4	\$0.00	\$0.00	\$0.00
1e	G66BF	ADD: DASH MOUNT O2 APXM	4	\$138.00	\$100.74	\$402.96
1f	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	4	\$42.00	\$30.66	\$122.64
1g	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$57.67	\$230.68
1h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00
1i	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	4	\$454.00	\$454.00	\$1,816.00



COORDINATED COMMUNICATIONS SERVICES CONTRACT BETWEEN THE CITY OF O'FALLON, ILLINOIS, HEREIN AFTER REFERRED TO AS PROVIDER AND THE VILLAGE OF SHILOH, ILLINOIS, HEREIN AFTER REFERRED TO AS RECIPIENT:

WHEREAS THE PROVIDER is an authorized Public Safety Answering Point (PSAP) operating with the framework of the St. Clair County Emergency Telephone System Board and the provider operates a licensed radio station in the providing police, fire and EMS services; and

WHEREAS THE PROVIDER is authorized to receive 911 emergency calls programmed to terminate in its PSAP and has the capacity within its telephone, radio and communications center systems to handle additional workload; and

WHEREAS THE RECIPIENT wishes to avail itself of the 911 and various Law Enforcement communications services offered by the Provider, including telephone, radio, computer aided dispatch and Law Enforcement access to LEADS and NCIC; and

WHEREAS THE RECIPIENT now owns certain communications equipment that is compatible with the providers and recipient desires to use that equipment in furtherance of their Law Enforcement mission; and

WHEREAS THE PROVIDER AND RECIPIENT have a valid intergovernmental agreement for the provision of 911 services that will remain in place throughout the duration of this contract.

NOW THEREFORE, this contract has been entered into by the undersigned in order to accomplish the aforementioned purposes:

1. The Provider shall provide 911 and non-emergency telephone call processing, law enforcement dispatching, and computer aided dispatch services to and from the recipient's telephones and radios.
2. The Provider shall perform the services provided for in this contract in compliance with the standards of the Emergency Telephone System Act, ETSB Interagency Agreements and all applicable laws and regulations.
3. The Recipient shall provide the Provider during the month of May each year (or more frequently if required by FCC regulation or by St. Clair County) the frequency measurements of all radio equipment owned or operated by the Recipient in conjunction with this contract. Such measurements are to be made by an entity licensed to make such measurements.
4. The Recipient shall comply with all rules and regulations set by the FCC (Federal Communications Commission) and those rules and regulations set by the St. Clair County ETSB with regard to 911 service.

5. The Recipient shall comply with all rules, regulations and policies set by the Provider, St. Clair County, the State of Illinois and the Interstate Identification Index with regard to access or release of Law Enforcement data contained in any of the systems they maintain.
6. The Recipient shall pay the Provider the sum identified in the table set forth hereafter. Quarterly payments shall be considered payment in advance for the three (3) months of service to be provided by the Provider. Pursuant to Section 5/8-1-7 of the Illinois Municipal Code, the recipient shall annually appropriate monies required and necessary to meet its financial obligations to the provider as aforesated.

Cost of services provided by O'Fallon to Shiloh FY 2024

<u>\$172,500.00</u>	<u>COST FY 2025</u>
\$43,125.00	May 1, 2024
\$43,125.00	August 1, 2024
\$43,125.00	November 1, 2024
\$43,125.00	February 1, 2025

The Recipient shall pay for all costs incurred by the Provider, attributed specifically to the request for service, herein described, by the Recipient, in making any modification to the 911 system, telephones, data connections for CAD and any data circuits, user licenses or other cost associated use of the Providers Computer Aided Dispatch, Mobile or Records Management System.

7. The Provider shall provide the Recipient first-responder radio dispatch services for Police, through talk groups chosen by the Provider.
8. The Recipient shall provide an errors and omissions insurance policy underwritten by an insurance company, and in a form acceptable to the Provider in an amount of not less than \$1,000,000.00 per occurrence. The City of O'Fallon and their employees, elected and appointed officials, contractors, consultants and volunteers shall be included as "Additional Insured" in this policy. Coverage under this insurance policy shall extend to the negligence, wrongful act, error, omission, breach of duty, or other act committed by a Recipient's employee, elected or appointed official, volunteer, service contractor or consultant which may give rise to any of the "Additional Insured" being named as a defendant in any legal action related to services performed under this contract.

In the event a "deductible" is applied under said insurance policy to claim expense or damage against an "Additional Insured", Recipient shall pay the full amount of the deductible applied on behalf of the "Additional Insured".

In the event said insurance policy does not respond to any such legal action against an "Additional Insured", or should such legal action include a claim for "willful or wanton misconduct, or other uninsured claim, the Recipient

shall hold the City of O'Fallon and any of the "Additional Insured" harmless and shall at its own expense defend and protect them from any expense or loss not covered by the Recipients insurance policy.

9. This Coordinated Communications Service Contract may be terminated by either party hereto upon ninety (90) days written notice to the other party and upon the approval of the St Clair County ETSB in accordance with the County 911 plan. 120 days prior to the termination of the contract the Provider and the Recipient shall strive to reach an agreement for any renewal of this contract.
10. The conditions set forth in this Coordinated Communications Contract shall be in effect for one (1) year commencing May 1, 2024 and expiring on April 30, 2025.

CITY OF O'FALLON

VILLAGE OF SHILOH

By: _____
Mayor Date

By: _____
Mayor Date

ATTST:

ATTST:

City Clerk Date

City Clerk Date