

Res. 21-90

**INTERGOVERNMENTAL AGREEMENT  
AMENDING ENTERPRISE ZONE DESIGNATION AND OPERATION CRITERIA**

This intergovernmental agreement ("IGA") is dated Aug 23, 2021, and is between the COUNTY OF McLEAN ("McLean County"), the COUNTY OF FORD ("Ford County"), the CITY OF BLOOMINGTON ("Bloomington"), the CITY OF GIBSON CITY ("Gibson City"), and the TOWN OF NORMAL ("Normal"), collectively referred to as the Designating Units of Government ("Designating Units").

Whereas, the parties are authorized to enter into intergovernmental agreements under Section VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act; and

Whereas, the Illinois Intergovernmental Cooperation Act provides any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State of Illinois and jointly with any public agency (5 ILCS 220/3); and

Whereas, the Illinois Municipal Code provides the corporate authorities of a municipality may 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 (65 ILCS 5/8-1-2.5); and

Whereas, the Designating Units designated the Bloomington Normal Enterprise Zone ("Zone"), which was approved under the Illinois Enterprise Zone Act (20 ILCS 655/); and

Whereas, the Property Tax Code allows taxing bodies to grant an abatement for property improvements made within the Zone (35 ILCS 200/18-170); and

Whereas, the parties desire to establish a uniform system of granting abatements for qualifying properties within the Zone and jointly exercise the authority to make grants for economic development purposes.

The parties, therefore, incorporate and agree to the recitals as fully set forth herein and further agree as follows:

**Section 1. PURPOSE.** The purpose of this agreement is to organize and coordinate the efforts of the Designating Units in supporting the designation and operation of the Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

**Section 2. DESCRIPTION.** The property that is the subject of this agreement is described in Exhibit A ("**Zone Property**"). The Zone Property is located partly in the jurisdiction of each of the Designating Units.

**Section 3. DESIGNATING ORDINANCE.** Each party to this IGA has adopted a designating ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the designating ordinance.

**Section 4. APPLICATION.** The parties agree to submit to the Department of Commerce and Economic Opportunity (the "**Department**") a joint application as may be required under section 5.4 of the Enterprise Zone Act.

**Section 5. ADMINISTRATOR.** The Designating Units hereby appoint the President/CEO of the Economic Development Council of Bloomington Normal Area ("**BNEDC**") to serve, ex officio, as the Administrator of the Enterprise Zone ("**Zone Administrator**"). Each Designating Unit agrees to take any necessary action to ensure that the Zone Administrator has the authority to perform his or her duties as set forth in this IGA. In selecting an Administrator, each Designating Unit has one vote, which shall be cast by the chief executive officer of each Designating Unit (mayor or county board chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the Designating Units vote to discharge him or her.

The duties and responsibilities of the Bloomington Normal Enterprise Zone Administrator are as follows:

- A. Administration. The Zone Administrator shall administer the IGA and related ordinances and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator will be taken to the Zone Advisory Board for final resolution.
- B. Records. The Zone Administrator shall maintain records associated with Zone activities and projects and necessary to the preparation of reports required by the State of Illinois.
- C. Report Preparation. The Zone Administrator shall prepare all reports required by law.
- D. Advisor and Staff to the Enterprise Zone Advisory Board. The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board. The Administrator shall prepare agendas, minutes, handle correspondence, and maintain the records of the Enterprise Zone Advisory Board.

## **Section 6. ENTERPRISE ZONE ADVISORY BOARD**

A. Duties. The Enterprise Zone Advisory Board shall perform the following duties with respect to the Enterprise Zone:

- 1) Implement, monitor, and update established goals and objectives.
- 2) Establish procedures for the operation and management of the incentives under section 8, including appeals processes and to recommend and advise on policies for the administration, operation and management of the Zone.

B. Membership. The Enterprise Zone Advisory Board will be composed of each Director of the BNEDC, the County Board Chair of Ford County, and the Mayor of Gibson City, each serving in an ex officio capacity.

C. Terms of Membership. The terms of membership for Zone Advisory Board members shall be as follows.

Bloomington Normal Enterprise Zone Advisory Board members shall serve during their respective terms on the BNEDC Board of Directors. In the case of elected officials, their term on the Advisory Board will be the same as their respective term in elected office.

D. Quorum and voting. A quorum of the Board is a majority of the voting members then holding office. The Board may approve any action by the affirmative vote of a majority of those voting on the question. Each voting member will have one vote for any and all matters upon which the Board must vote. The Chair may vote only in the case of a tie.

E. Compensation. Enterprise Zone Advisory Board members shall serve without compensation.

F. Staff. The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board in order to assist in carrying out its functions and duties.

G. Conflict of Interest. Any member of the Enterprise Zone Advisory Board who has a direct or indirect conflict of interest on any action that comes before the Board shall make their conflict known, abstain from participating in any discussion of the action, and abstain from voting on that action. The member's abstention will be recorded in the minutes for the Board.

## **Section 7. ZONE MANAGEMENT COSTS AND OPERATION**

- A. The Zone Administrator may charge an application fee. The application fee must be in accordance with section 8.2 of the Illinois Enterprise Zone Act, as amended. The fee will be payable to the BNEDC. The Zone Administrator shall file a copy of the Zone's fee schedule with the Department by April 1 of each year.
- B. The BNEDC may use the proceeds of the application fee under section 7(A) to pay for the operating expenses of the Zone and project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Zone and as authorized by law.

## **Section 8. INCENTIVES**

- A. Definitions. In addition to any definitions in the introductory clause or recitals, as used in this IGA:
  - 1) "Abatement Increment" means the amount of property tax to a Designating Unit that is attributed to the New Improvements in any Assessment Year and that is payable to that Designating Unit in the subsequent Taxable Year.
  - 2) "Abatement Period" means the period during which the project is entitled to receive an abatement under this IGA.
  - 3) "Assessment Year" means the year in which property taxes are assessed on the project property.
  - 4) "Eligible Project" means a commercial project that meets all of the following criteria:
    - a. the project is located within the Zone;
    - b. the project consists of New Improvements;
    - c. the project will result in the creation of 25 or more full-time-equivalent jobs, which will be maintained throughout the Abatement Period; and
    - d. the project will result in an investment of \$250,000 or more in New Improvements.
  - 5) "Grantee" means any entity who owns or operates a project applying for or receiving an abatement or other financial consideration under this IGA.
  - 6) "New Improvement" means an improvement on the project property that has been newly constructed or that has been renovated or rehabilitated.