

RESOLUTION

Authorizing the Execution of an Intergovernmental Agreement Between the Village of Romeoville and the Board of Education of Valley View Community Unit School District 365 U Concerning the Village of Romeoville Marquette TIF.

Whereas, the Village of Romeoville (“The Village”) is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

Whereas, each of the parties has the authority to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, pursuant to Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and pursuant to the statutory contracting power of each party, pursuant to the Tax Increment Allocation Redevelopment Act of Illinois, (65/ILCS 5/11-74.4.1 *et seq.*) as amended, and as it may hereafter be amended from time to time and the home rule authority of the Village; and

Whereas, the Village of Romeoville and Valley View Community Unit School District 365 U have proposed the adoption of an intergovernmental agreement in substantially the form attached hereto as Exhibit A to set forth terms and conditions between the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS, AS FOLLOWS:

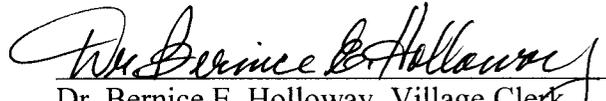
- Section 1.** That forging Recitals are hereby incorporated into this resolution as if fully set forth in this Section 1.
- Section 2.** The Village President or Village Manager as the Village President’s designee, and Village Clerk are hereby authorized to execute and attest to the execution of an agreement in substantially the form attached hereto as Exhibit A, subject to final staff and attorney review and approval to conform the same to the version thereof as adopted by Valley View Community Unit School District 365 U.
- Section 3.** That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

Section 4. The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

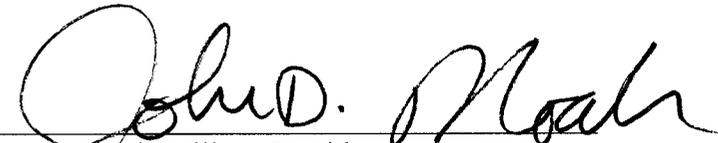
Section 5. All prior Resolutions and Resolutions, or parts thereof in conflict or inconsistent with the Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

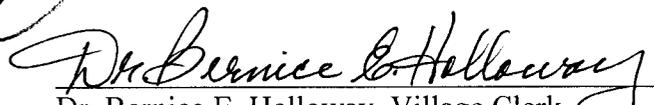
PASSED this 18th day of April, 2012, with 4 members voting aye, 0 members voting nay, the President voting, N/A with 2 members absent or passing, and said vote being:

Linda S. Palmiter	ABSENT	Jose Chavez	AYE
Brian A. Clancy Sr.	AYE	Dave Richards	AYE
Sue A. Micklevitz	AYE	Ken Griffin	ABSENT


Dr. Bernice E. Holloway, Village Clerk

APPROVED THIS 18th DAY OF APRIL, 2012


John D. Noak, Village President

ATTEST: 
Dr. Bernice E. Holloway, Village Clerk

RES12-1521
Date: 4/18/12

A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the
Village of Romeoville and the Board of Education of Valley View Community Unit
School District 365 U Concerning the Village of Romeoville Marquette TIF

Published in Book and Pamphlet Form
This 27th day of April, 2012
By the Corporate Authority of the
Village Of Romeoville



Village Clerk

Request for Village Board Action

Date: 04/12/2012

Description/Title:

Authorizing the Execution of an Intergovernmental Agreement Between the Village of Romeoville and the Board of Education of Valley View Community Unit School District 365 U Concerning the Village of Romeoville Marquette TIF

Workshop X Regular X

Summary:

The Village of Romeoville received approval from the State of Illinois to extend the life of the Marquette TIF by 12 years (from 2012 to 2024).

All of the effected taxing bodies, including the school district, did give consent for the extension. In conjunction the Village offered, for all taxing bodies, to guarantee a declaration of surplus of 50% for tax levy years 2008 to 2012 (collection years 2009-2013), previously the Village has been declaring a 20% surplus and a 30% Surplus for the tax levy years 2013 through 2024 (collection years 2014-2025).

The Valley View agreement has additional benefits:

- \$1 million contribution for RC Hill Improvements
- \$250,000 Transportation Center Parking Area Improvements Contribution
- \$250,000 Transportation Center Land Purchase Loan forgiveness
- Construction of Traffic Control Signals at RT 53 and Hanson Material Services Entrance

The Valley View agreement is being approved separately because of the additional provisions. The approvals will allow the Village and School District to proceed with mutually beneficial projects such as the RC Hill improvements. The Village will bring forward the Intergovernmental Agreements with the remaining taxing bodies and the declaration of surplus through the 2010 tax levy year (2011 collections) once they are all received back.

Recommendation / Comments By Other Boards or Commissions:

Action Requested by Village Board: Pass the Ordinance

Presenter: Kirk Openchowski

Dept. Manager: KAO

Proofed by: _____

Village Manager: 

EXHIBIT A

 **R2012047819**
Receipt # T20120051013
Karen Stukel Will County Recorder 16P
Date 05/03/2012 Time 09:34:33
Recording Fees: \$37.75
Rental Hsng. Support Program: \$0.00

Intergovernmental Agreement
Between
Village of Romeoville
and
Valley View Community Unit School District 365U
Dated April 18, 2012

Prepared by and Return to
Village of Romeoville
Candice Roberts
1050 W Romeo Rd
Romeoville, IL 60446

**VILLAGE OF ROMEOVILLE
CERTIFICATION**

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, Candice Roberts, Deputy Village Clerk of the Village of Romeoville, Will County, Illinois, do hereby certify that the foregoing is a true and correct copy of the Village of Resolution 12-1521. I, the undersigned, hereby certify that I am the duly qualified Deputy Village Clerk of the Village of Romeoville, Will County, Illinois (the Village).

Witness my hand and official seal of said Village the 27th day of April, 2012



Candice Roberts
Deputy Village Clerk

SEAL

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ROMEOVILLE AND THE BOARD OF EDUCATION
OF VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365 U CONCERNING
THE VILLAGE OF ROMEOVILLE MARQUETTE TIF**

This Intergovernmental Agreement is entered into as of the 12th day of MARCH, ~~2011~~²⁰¹², by and between, and among the Village of Romeoville (the "Village") and the Board of Education of Valley View Community Unit School District 365 U, Will County, Illinois ("Valley View");

WHEREAS, each of the parties has the authority to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, pursuant to Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and pursuant to the statutory contracting power of each party, pursuant to the TIF Act as defined below and the home rule authority of the Village; and

WHEREAS, the Village has previously approved a redevelopment plan and project, designated a redevelopment project area and adopted tax increment financing for an area commonly known as the "Marquette TIF"; and

WHEREAS, the Illinois General Assembly has recently enacted legislation to authorize the Marquette TIF to be extended for an additional twelve (12) years; and

WHEREAS, the Village has adopted an ordinance amending the redevelopment plan and project and extending tax increment allocation financing for the Marquette TIF for an additional twelve (12) years (the "Marquette TIF Extension"); and

WHEREAS, Valley View and all other affected taxing districts supported the Marquette TIF Extension; and

WHEREAS, the Village and Valley View support the sort of economic development which

should be fostered by the Marquette TIF Extension; and

WHEREAS, on or about the 11th day of July 2005, the Village and Valley View entered into an Intergovernmental Agreement (the “Prior IGA”); and

WHEREAS, the Prior IGA provided in part that Valley View would pay to Village the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) in six equal installments; and

WHEREAS, Valley View has made four (4) such payments resulting in an amount now due of Two Hundred Thousand Fifty Dollars (\$250,000.00) (the “\$250,000.00 Outstanding Balance”).

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **DEFINITIONS:**

As used herein, unless the context indicates otherwise, or unless specifically defined otherwise, the following terms shall be accorded the following meanings:

TIF Act. The Tax Increment Allocation Redevelopment Act of Illinois, (65 ILCS 5/11-74.4.1 *et seq.*) as amended, and as it may hereafter be amended from time to time.

Marquette TIF Fund. The Fund in which the Will County Treasurer deposits Incremental Revenues when received for the Marquette TIF.

TIF Funded Improvements. Any project constructed or completed in whole or in part with Incremental Revenues.

Incremental Revenues. The amount of real estate tax revenues which would be required to be deposited into the Village’s special tax allocation fund pursuant to Section 11-74.4-8(b) of the Act

and in consequence of the Village's designation of the Marquette TIF and adoption of Tax Increment Allocation Financing.

Collection Year. The year in which incremental revenues are actually collected by the Will County Collector and distributed to the Village, although levied in the preceding year.

Mandatory Surplus Funds. For purposes of this agreement shall mean: (a) fifty percent (50%) of the Incremental Revenues in collection years 2009, 2010, 2011, 2012 and 2013, (b) thirty percent (30%) of the Incremental Revenues in Collection years 2014 through 2025.

Redevelopment Project Costs shall mean that portion of the Project costs that are eligible to be paid from tax increment allocation finance district funds according to the Act and other applicable law, and that have been approved by the Village for reimbursement from TIF Funds in accordance with Section 5/11-74.4-3 of the Act and this Agreement.

TIF-Funded Improvements shall mean those activities and undertakings with respect to any project, the costs of which are eligible for reimbursement from the Marquette TIF Fund in accordance with the Act and the provisions of this Agreement.

2. **SUPPORT FOR TIF CREATION AND EXTENSION**

In consideration of the mutual premises contained herein, Valley View does hereby waive its right, independently or in conjunction with any other taxing districts, to bring any action whether in law or equity to challenge the designation of the project area, the redevelopment plan and project, the area's eligibility, the expenditure of a Incremental Revenues or any other matter with regard to the Marquette TIF and the Marquette TIF Extension.

Each of the parties retains the right to bring an action to enforce this agreement.

3. **DECLARATION OF SURPLUS.** The Village shall annually declare as "surplus"

under the TIF Act the amount of Mandatory Surplus in a given collection year for the Marquette TIF.

The Village may declare additional surplus at its sole discretion.

4. **ADDITIONAL VALLEY VIEW TIF PROJECTS.**

The Village shall make Incremental Revenues available for the following projects:

<u>“Project”</u>	<u>Maximum Amount of Incremental Revenues</u>
a. The RC Hill Building & Site Improvements	\$1,000,000.00
b. Transportation Center Parking Area	\$ 250,000.00

The RC Hill Building and Site Improvement is sometimes hereinafter referred to as the “R.C. Hill Project”, the Transportation Center Parking Area is sometimes referred to as the “Transportation Center Project” both are sometimes referred to collectively as the “Project.”

4.1 **Plans.** Each Project constructed in whole or in part with Incremental Revenues shall be completed in substantial conformance with this Agreement and the TIF Act.

4.2 **Construction of Project.** All costs, expenditures or expenses for which reimbursement is sought as an eligible redevelopment project cost shall be constructed in a cost-efficient manner. Nothing herein shall be deemed to limit the amount which Valley View may expend on the Project, however the TIF contribution shall be no more than the amount set forth in this Section. Valley View is not required to actually construct a Project and the Village is not required to make Incremental Revenues available for a Project unless the Project proceeds.

4.3 **Compliance with Laws and Permits.**

A. Construction of the Project shall comply with all applicable laws, regulations, rules and ordinances and other legal requirements of the Village, County of Will, the State of Illinois and the United States of America.

B. Valley View shall secure all required permits and approvals. The Village shall cooperate with the Owner in approving necessary permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement.

4.4 Owner Information.

Valley View shall complete a sworn TIF Allocation Information Return (“TIF Return”) on a form provided by the Village to assist the Village in administering this Agreement and the Redevelopment Project Area. Valley View shall submit the TIF Return within thirty (30) days of a request by the Village. The TIF Return shall contain information as required and necessary for the Village to carry out the objectives of this Agreement, the Redevelopment Plan, and the Act.

Valley View shall furnish information when that information is required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure Valley View’s material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure Valley View’s obligations under this Agreement. Valley View shall provide such information to the Village within a reasonable time after the Village’s request for such

information. All information required to be disclosed shall be subject to “ongoing disclosure” and such disclosure shall be made to the Village.

4.5 Insurance.

A. Insuring the Construction of the TIF Funded Improvements.

Valley View shall cause the Village together with its officers, agents and employees to be named as a primary, noncontributory additional insured party on one or more insurance policies issued or an endorsement to such policy(ies), to provide builder’s risk, general liability and Workers’ Compensation coverage for the construction of any TIF Funded Improvements with an insurer reasonably acceptable to the Village. Each of these insurance policies shall be issued with limits, which are economically appropriate for the size and scope of the TIF Funded Improvements and commercially reasonable and acceptable to the Village. Each of these insurance policies shall provide for not less than thirty (30) days written notice to the Village in the event of cancellation. Valley View shall provide the Village with certified copies of such policies and Certificates of Insurance for such policies naming the Village as primary, non-contributory additional insured prior to commencement of construction of the TIF Funded Improvements.

Prior to commencement of construction of TIF Funded Improvements Valley View shall deliver to the Village all required certificates of insurance which shall be subject to approval by the Village with regard to the carrier, amounts and coverages.

4.6 **Valley View Financing.** It is recognized that in addition to the financial assistance provided by the Village through Tax Increment that additional funds may be required to complete a Project. Valley View shall obtain all such additional financing or use such reserve funds as it has available to complete the Improvements.

4.7 **Prevailing Wage.** Valley View understands that by utilizing TIF incentives that the Project may become subject to the Illinois Prevailing Wage Act and it covenants and agrees to the extent required by law to comply, and to contractually obligate and cause its, construction manager, any general contractor, each subcontractor or other applicable entity or person to comply with the Illinois Prevailing Wage Act. All contracts subject to the Prevailing Wage Act shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the prevailing wage rates are revised, the revised rates shall apply to all such contracts. Valley View shall provide the Village with copies of all such contracts entered into by Valley View or others to evidence compliance with this Section. Valley View together with its contractors, subcontractors, agents, employees and others shall provide such documents, information and certifications, including appropriate payroll certifications, as are necessary to comply with the Illinois Prevailing Wage Act.

4.8 **Fair Employment as Equal Opportunity Practices.** Valley View, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate

it or their various contractors and subcontractors to comply with all applicable laws relating to fair employment and equal opportunity.

4.9 **Books and Records.** Valley View shall keep and maintain separate, detailed accountings of expenditures demonstrating the total actual costs of the TIF Funded Improvements. All such books, records and other documents, including but not limited to Valley View's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Valley View's offices for inspection, copying, audit and examination by an authorized representative of the Village. Valley View shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Valley View with respect to the TIF Funded Improvements.

4.10 **Inspection Rights.** Any authorized representative of the Village shall have access to all portions of the TIF Funded Improvements during normal business hours until completion of the particular improvements upon reasonable notice to Valley View for the purpose of determining compliance with this Agreement and applicable laws, regulations and ordinances.

4.11 **Progress Reports.** Until substantial completion of construction of any TIF Funded Improvements, Valley View shall provide the Village with written progress reports commencing ninety (90) days after execution of this Agreement and continuing on a quarterly basis thereafter detailing the status of the

construction. Valley View shall notify the Village upon substantial completion of construction of the TIF Funded Improvements.

5. **CERTIFICATIONS.**

5.1 As a prerequisite to the making of any payment of Incremental Revenues to Valley View for the Project as hereafter described, Valley View must certify to the Village the following

- (1) The requested disbursement is for Redevelopment Project Costs which are qualified for payment under this Agreement, the Act and applicable law.
- (2) None of the items for which payment is requested has been the basis for a previous payment.
- (3) The payment is due and owing (or has already been paid) from Valley View to its construction manager, contractor, subcontractor or material supplier or others.
- (4) Valley View has obtained all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct or complete the Project.
- (5) That no uncontested liens with respect to the Project.

5.2 As a prerequisite to any and all payments by the Village, the Village must approve such payments, which approval shall be issued if the amounts requested are authorized by this Agreement and applicable law, and Valley View satisfies the preconditions for such payment. Valley View must provide to the Village to assist in the Village's consideration:

- (1) A true and correct copy of the contract or contracts upon which the payment request is made.
- (2) Good and sufficient (partial or full) waivers of liens with respect to the payment requested.
- (3) Proof in a form reasonably acceptable to the Village, such as a contractor's sworn statement and architect's certification, that Valley View is obligated to make or has made the payments for which reimbursement is sought.
- (4) Such information as is reasonably necessary for the Village to determine that reimbursement is being sought for a Redevelopment Project Cost.
- (5) A request for disbursement ("Request for Disbursement") on a form acceptable to Village.
- (6) All certificates required by this Agreement.
- (7) A certification from Valley View that the Request for Disbursement includes expenses that are eligible for reimbursement under the Act.
- (8) The Village shall complete its review within thirty (30) days of receipt of the documentation in conformance with this Agreement and either issue its approval or a letter detailing any reasons it is not issuing its approval, with such reasons for denial being based on Valley View's noncompliance with this Agreement. Valley View shall be entitled to

submit any additional documentation necessary to secure such approval.

Upon such resubmittal, the Village shall issue its written approval or denial within thirty (30) days of receipt of the resubmittal.

6. **CONSTRUCTION OF TRAFFIC CONTROL SIGNALS AT RT. 53/HANSEN MATERIALS ENTRANCE.** The Village shall construct traffic signals and necessary ancillary roadway improvements at the intersection of Rt. 53 and Hansen Materials by December 31, 2014 assuming that traffic signal warrants are met and the Illinois Department of Transportation approves the plans and specifications in a timely manner. The Village shall submit traffic studies together with plans and specifications to IDOT in a timely fashion. Valley View shall donate to the Village and/or the Illinois Department of Transportation such land as is reasonably necessary to construct and maintain such improvements.

7. **\$250,000.00 OUTSTANDING BALANCE.** Valley View is hereby released and discharged of its obligation under the Prior IGA to pay Village the \$250,000.00 Outstanding Balance.

8. **SOURCE OF FUNDS.** The TIF Fund constitutes the sole source of funds available to pay for any of the Redevelopment Project Costs pursuant to this Agreement. The Village shall be under no obligation to and shall not impose any tax or make payments from any other source or fund including but not limited to its General Revenue Fund in order to satisfy any of its obligations under this Agreement. Valley View further acknowledges that the Village does in no way represent or warranty that sufficient monies will be available to pay any or all Redevelopment Project Costs during the term of this Agreement.

9. **TERM OF AGREEMENT.** The term of this Agreement (the "Term") shall be from

the date first written above, through December 31, 2025.

10. **MISCELLANEOUS PROVISION.**

10.1 Authority. Each party warrants to the others that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the others that execution, delivery and performance of this Agreement do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

10.2 Binding Effect. This Agreement shall be binding on the parties and their respective successors. It may not be assigned.

10.3 Further Acts. Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts as that party may reasonably require to carry out the true intent and meaning of this Agreement.

10.4 Change in Law. If the TIF Act or the laws governing the assessment of real property, the establishment of real property tax rates, or the collection of real estate tax revenues, or the practice of officials charged with execution of those law, should be amended or changed so as to affect substantially the rights or benefits of either party to this Agreement, the parties shall, upon notice by the party complaining of the amendment or change, use their best efforts to resolve the problems created by that amendment or change.

10.5 Governing Law. This Agreement is governed by and shall be interpreted and

enforced in accordance with the laws of the State of Illinois.

10.6 Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.

10.7 Notices. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the Village:

Village of Romeoville
1050 Romeo Road
Romeoville, Illinois 60446

With a copy to:

If to Valley View:

Superintendent
Valley View CUSD 365U
755 Dalhart
Romeoville, Illinois 60446

10.8 Entire Agreement. This Agreement expresses the complete and final understanding of the parties with respect to its subject matter.

10.9 Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.

10.10 Severability. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of the Agreement are to be deemed severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on or before

18 day of April, 2011.
2012

**BOARD OF EDUCATION OF VALLEY
VIEW COMMUNITY UNIT SCHOOL
DISTRICT 365U**

By: *[Signature]*
Its: President

ATTEST:
By: *[Signature]*
Its: Secretary

**VILLAGE OF ROMEVILLE, a
Home Rule Illinois Municipal Corporation**

By: *[Signature]*
Its: Manager

ATTEST:
By: *[Signature]*
Its: Clerk

PIN 12-02-27-300-004