

AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AND INTERGOVERNMENTAL AGREEMENT (VALLEY VIEW SCHOOL DISTRICT-- TRANSPORTATION FACILITY)

WHEREAS, the Village of Romeoville and Valley View Community Unit School District No. 365U are, respectively, a home rule municipal corporation and a school district, both duly authorized and existing under the laws of the State of Illinois, and as such, may contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. authorizes municipalities that have adopted tax increment allocation financing within a duly authorized and approved redevelopment area may, pursuant to and in furtherance of a redevelopment plan, enter into redevelopment agreements with entities proposing to develop projects within such a redevelopment area, which agreements may authorize the use of tax increment to pay redevelopment project costs in connection with such projects; and

WHEREAS, the redevelopment and intergovernmental agreement attached hereto as Exhibit A proposes the use of tax increment by the Village to defray certain redevelopment project costs with respect to the development by the District of a facility within a Village-approved redevelopment area and in furtherance of a Village-adopted redevelopment plan, upon such terms and conditions as are set forth therein.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS; THAT :

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION 2: AUTHORIZATION. The Village President and Clerk are hereby respectively authorized and directed to execute and attest to the execution of an agreement in substantially the form attached hereto as Exhibit A.

SECTION 3: SEVERABILITY. That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

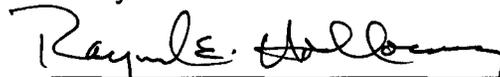
SECTION 4: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 5: REPEALER. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law

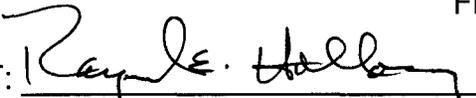
PASSED this 6th day of July, 2005 with 4 members voting aye, 1 member voting nay, the President N/A voting, with 1 member abstaining or passing and said vote being:

| | | | |
|-------------------|--------|---------------------|-----|
| Linda S. Palmiter | ABSENT | Dr. Edward McCartan | NAY |
| Dennis Veselsky | AYE | Andy Goitia | AYE |
| John Noak | AYE | Marty Duffels | AYE |


RAYMOND HOLLOWAY, Village Clerk

APPROVED THIS 6th DAY OF July, 2005.


FRED DEWALD, Village President

ATTEST: 
Village Clerk

Agenda Item No. _____

VILLAGE OF ROMEOVILLE
REQUEST FOR VILLAGE BOARD ACTION

Date Prepared: June 29, 2005

Resolution () Ordinance (X) Informational () Motion () Other ()

Description/Title: *An Ordinance Authorizing the Execution of a Redevelopment and Intergovernmental Agreement*

Staff Recommendation: *Pass the Ordinance*

PZC Recommendation: *N/A*

Required Action: *Pass the Ordinance*

Summary: *The attached ordinance approves an agreement with Valley View School District. As you are aware, the District is in the process of acquiring land within the Village Downtown TIF District to build a new transportation storage and maintenance facility to replace the existing 135th Street facility. To assist in that project and to help facilitate the redevelopment of the Downtown TIF District as approved by the Board in January of this year, the Village, under the agreement, would contribute \$1,500,000 to the costs of acquiring the site, on the conditions that the District follow through with the development and use of the planned facility for at least as long as the life of the TIF and demolish the southernmost building at its 135th Street site. Half of this contribution would then be repaid to the Village TIF fund over the next 6 years.*

Method of Investigation: *Prepared by Village Attorney; Reviewed by Village TIF Counsel.*

Option: *Pass the attached Ordinance*

Prepared by: REV Dept. Director: _____ Village Manager: *MTG*

REDEVELOPMENT AND INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made as of the 11th day of July, 2005, by and between the VILLAGE OF ROMEOVILLE, an Illinois Home Rule municipality, Will County, Illinois, and VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U.

DEFINITION OF GENERAL TERMS

For the purpose of this Agreement, the following terms shall have the meanings as hereinafter indicated:

- A. **"Act"**: Shall mean the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5/11-74.4-1 et. seq., including all amendments thereto.
- B. **"Agreement"**: Shall mean this Agreement, as amended or supplemented at the time in question.
- C. **"District"**: Shall mean Valley View Community Unit School District No. 365U, 755 Luther Drive, Romeoville, Illinois.
- D. **"Marquette Redevelopment Project Area"**: Shall mean that tract of land sometimes also hereinafter referred to as the Marquette TIF District, as approved and adopted by Ordinance No. 2010-89, and as supplemented and affirmed by Ordinance No. 05-0238.
- E. **"Marquette Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Plan and Project for the Marquette Tax Increment Finance District Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 2009-89, as amended by Ordinance No. 05-0237.
- F. **"Redevelopment Improvements"**: Shall mean the construction of a transportation storage and service facility and grounds maintenance facility, in general conformity with the

concept plan therefor attached hereto and incorporated herein as Exhibit A, and in compliance with the applicable ordinances of the Village, subject to the terms and conditions hereof.

G. **"Downtown Redevelopment Plan"**: Shall mean that certain document entitled "Village of Romeoville, Tax Increment Redevelopment Area Redevelopment Plan and Project for the Downtown Area Redevelopment Project Area" approved and adopted pursuant to Ordinance No. 05-0241.

H. **"Downtown Redevelopment Project Area"**: Shall mean that tract of land sometimes also referred also referred to herein as the "Downtown TIF District" as approved and adopted by Ordinance No. 05-0240.

I. **"Redevelopment Project Costs"**: Shall mean those redevelopment projects defined in Section 11-74.4-3(q) of the Act.

J. **"Redevelopment Site"**: Shall mean the following described tract of land:

LOT 10 IN ROMEOVILLE INDUSTRIAL PARK UNIT NO. TWO, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 37 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1993 AS DOCUMENT NO. R93-43490, IN WILL COUNTY, ILLINOIS.

K. **"STAF"**: Shall collectively mean and refer to both of the Special Tax Allocation Funds respectively established by the Village in connection with Marquette TIF District and the Downtown TIF District to receive deposits of Tax Increment from each of such TIF Districts, in accordance with the Act.

L. **"Village"**: Shall mean the Village of Romeoville, a home rule municipal

corporation located at 13 Montrose Drive, Romeoville, Will County, Illinois.

- PREAMBLE -

DESIGNATION OF REDEVELOPMENT

PROJECT AREA

A. **Adoption and Qualification as a TIF District:**

1. Marquette TIF District. By Ordinance Nos. 2009-89 and 2010-89, both passed June 6, 1989, (as the same have subsequently been amended, affirmed and/or supplemented by Ordinance Nos. 05-0238 and 05-0237 adopted on January 10, 2005) the Village designated the Marquette TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such portion sometimes referred to herein as "Tax Increment") shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof.

2. Downtown TIF District. By Ordinance Nos. 05-0240 and 05-0241, both passed January 10, 2005, Village designated the Downtown TIF District as a Redevelopment Project Area, adopted tax increment allocation financing therein, and directed that the portion, if any, of real property taxes which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area (such

portion sometimes referred to herein as “Tax Increment”) shall be allocated to and, when collected, shall be paid to the Village Treasurer who shall deposit said funds in the STAF for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof.

3. Contiguity of Marquette TIF District and Downtown TIF District; Payment of Redevelopment Project Costs. The Marquette TIF District and Downtown TIF District are contiguous to one another, and, in accordance with the Act, Tax Increment received from either such TIF District may be used to pay Redevelopment Project Costs incurred in the other contiguous TIF District, but the total amount of such Tax Increment so used, when added to other amounts used to pay Redevelopment Project Costs within the relevant TIF District, shall not exceed the total Redevelopment Project Costs set forth in the Redevelopment Plan therefor.

B. **Objectives:** The reasons for establishing the Downtown Redevelopment Project Area and the Marquette Redevelopment Project Area are to encourage development of vacant sites and reactivation of certain improved, but unused, sites located therein for the general benefit of the public, users of facilities located within the Downtown Redevelopment Project Area or the Marquette Redevelopment Project Area, and local residents.

C. **Incentives:** To achieve the aforementioned objectives, and to realize the resultant benefits, the Village will provide specific incentives (as hereinafter described) to the District, in exchange for the District’s acquisition of the Redevelopment Site and completion of the Redevelopment Improvements, all as more fully set forth below.

D. **Intergovernmental Cooperation:** The Village and District are, respectively, a home rule municipal corporation and a school district, both duly and lawfully organized under the laws of the State of Illinois. Pursuant to Article VII, Section 10 of the Illinois Constitution of

1970 and 5 ILCS 220/1 *et seq.* the Village and District may contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities, including but expressly not limited to the powers and functions granted to the Village pursuant to the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and representations hereinbefore, and hereinafter, set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

CONSTRUCTION OF

REDEVELOPMENT IMPROVEMENTS

1.1 **District to Construct Redevelopment Improvements:** In consideration of the incentives provided by the Village as hereinafter described, the District shall (i) on or before August 1, 2005, acquire the Redevelopment Site and (ii) on or before December 31, 2006, construct, or cause to be constructed on the Redevelopment Site, the Redevelopment Improvements in substantial conformance with Exhibit A and the otherwise applicable ordinances of the Village. District shall occupy the Redevelopment Improvements, establish, and conduct the operations contemplated by Exhibit A therefrom prior to December 31, 2006. Within six months from the date on which District occupies the Redevelopment Improvements (as evidenced by the issuance of a certificate of occupancy therefor to District by the Regional Superintendent of Schools), District shall redevelop its existing 135th Street Transportation Facility by demolishing the southernmost

building thereof, all as indicated on Exhibit B hereto.

1.2 **District to Maintain Redevelopment Improvements in a Safe and Sightly Manner in Conformance with all Applicable Laws and Ordinances:** District shall, at all times, operate in and from the Redevelopment Improvements in conformance with all applicable laws, ordinances, and regulations, and all vehicles, equipment or materials permitted to be stored outside of the Redevelopment Improvements upon the Redevelopment Site shall be kept in a reasonably neat, safe, and orderly manner so as to minimize the visual impact of such exterior storage on surrounding property. District shall at no time discharge noxious or hazardous fumes, liquids, or solids into the atmosphere or groundwater, or otherwise into the environment in violation of any applicable law or ordinance.

ARTICLE II

DEVELOPMENT INCENTIVES

2.1 **Redevelopment Project Cost Advancement:** The Village has entered into this Agreement in furtherance of the Downtown Redevelopment Plan, and, directly in connection therewith, agrees to advance to District from the STAF a portion of the District's costs of the acquisition of the Redevelopment Site in the amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), as Redevelopment Project Costs thereunder, contemporaneously with the District's closing on the acquisition of the Redevelopment Site, but subject to the availability of such amount in the Village's STAF.

2.2 **Partial Reimbursement of Advancement/Reduction of Surplus Payments.** Village and District acknowledge that the amount of the payment made to the District by Village pursuant to Article 2.1 above to facilitate District's acquisition of the Redevelopment Site as

contemplated herein shall be deemed to contain two separate payments of Seven Hundred and Fifty Thousand and No/100 Dollars (\$750,000.00) each. One of such \$750,000.00 payments shall in turn be deemed to be a nonreimbursable contribution toward defraying District's costs of acquiring the Redevelopment Site, and the other such \$750,000.00 payment shall be deemed to be a reimbursable non-interest bearing advance to District from Village of a portion of such costs, which advance shall be repaid by District to the Village STAF in six (6) annual installments of One Hundred and Twenty-Five Thousand and No/100 Dollars (\$125,000.00). The advance shall be repayable from funds contained within the District's Special Development Account of the Operations and Maintenance Fund. In the event that the balance in the Special Development Account is insufficient in any given year to make the \$125,000.00 annual installment payment, the six year repayment schedule contemplated herein shall be extended as necessary to facilitate the full repayment of the advance in accordance with such extended repayment schedule.

ARTICLE III

ADDITIONAL DISTRICT OBLIGATIONS

3.1 **Default by District:** Payments to be made by Village to District hereunder shall be subject to the availability in the STAF of sufficient funds therefor not otherwise required for the payment of Redevelopment Project Costs or other obligations to which the Village has previously committed itself in accordance with the Act. Said payments shall cease entirely upon the occurrence of any one or more of the following events (which events shall be deemed a breach of District's obligations hereunder), or, if such payments have already been already made as of the occurrence of any of such events, shall become immediately reimbursable to the Village STAF, notwithstanding any contrary provision hereof:

a. The District ceases at any time during the term of this Agreement to occupy and operate the Redevelopment Improvements for the uses and purposes contemplated hereby without the prior written consent of the Village, which shall not be unreasonably withheld;

b. The District has sold, assigned, or otherwise transferred the Redevelopment Site during the term of this Agreement without first having obtained the written consent of the Village, which consent shall not be withheld unreasonably; or

c. District defaults in the performance or in the observance of, or in compliance with any of its covenants, agreements, or obligations, or breaches or violates any of its representations contained in this Redevelopment Agreement.

ARTICLE IV

COMPLIANCE WITH LAW

4.1 **Defense of TIF District:** In the event that any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement shall determine that this Agreement, or payments to be made hereunder are contrary to law, or in the event that the legitimacy of the TIF District is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the TIF District, and this Agreement, and the District shall support and reasonably cooperate with the Village's efforts to this end. In the event of an adverse lower court or agency ruling, payments shall be suspended during the pendency of any appeal thereof, but such payments shall be reinstated retroactively if such adverse ruling is reversed by the reviewing court or agency. The Village shall

not intentionally seek to set aside, or otherwise challenge, its obligations under this Agreement.

4.2 **Opinion of Counsel for District:** Prior to adoption of this Agreement by the Village in Ordinance form, District shall furnish the Village with an opinion of its counsel stating that to the best of the District's knowledge and belief, that the District has taken all legally required actions necessary for the approval of this Agreement, and that the performance of the other terms and provisions contemplated by the Redevelopment Agreement are in compliance with all applicable laws, rules, and regulations, federal, state and local.

4.3 **Information Return:** District will be requested to complete an annual TIF Allocation Information Return on a form provided by the Village. This return will assist the Village in administering the TIF District. This return will request such information as the Village shall deem relevant to carrying out the objectives of the Downtown Redevelopment Plan. Timely, truthful, completion and filing of the TIF Allocation Information Return shall be a condition of District's receipt of payments hereunder.

4.4 **Prevailing Wage; Non-Discrimination:** In accordance with 820 ILCS 130/1 et. seq., contractors engaged by the District shall pay their laborers, mechanics, and other workers the prevailing wage. The prevailing rate of wages means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations, and pensions paid generally in Will County to employees engaged in work of a similar character on public works. Further, the District and all contractors engaged by the District shall comply fully with all applicable federal, state and local laws or regulations prohibiting discrimination in employment and promoting equal opportunity in employment.

ARTICLE V

NOTICE

5.1 **Form:** All notices and demands required hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after deposit in the United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties as follows:

If to the Village: Village of Romeoville
13 Montrose Drive
Romeoville, Illinois 60446
Attn: Village Manager

With a copy to: Richard E. Vogel
Tracy, Johnson & Wilson
2801 Black Road
Joliet, Illinois 60435

If to the District: Valley View Community Unit School District No. 365U
755 Luther Drive
Romeoville, Illinois 60446

With a copy to: Barry Moss
Moss & Bloomberg
301 Briarcliff, Suite 201
P.O. Box 1158
Bolingbrook, Illinois 60440

ARTICLE VI

GENERAL

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

VILLAGE OF ROMEOVILLE

By: Fred Dewald

Fred Dewald,
Village President

Attest: Raymond Holloway

Raymond Holloway,
Village Clerk

VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 365U

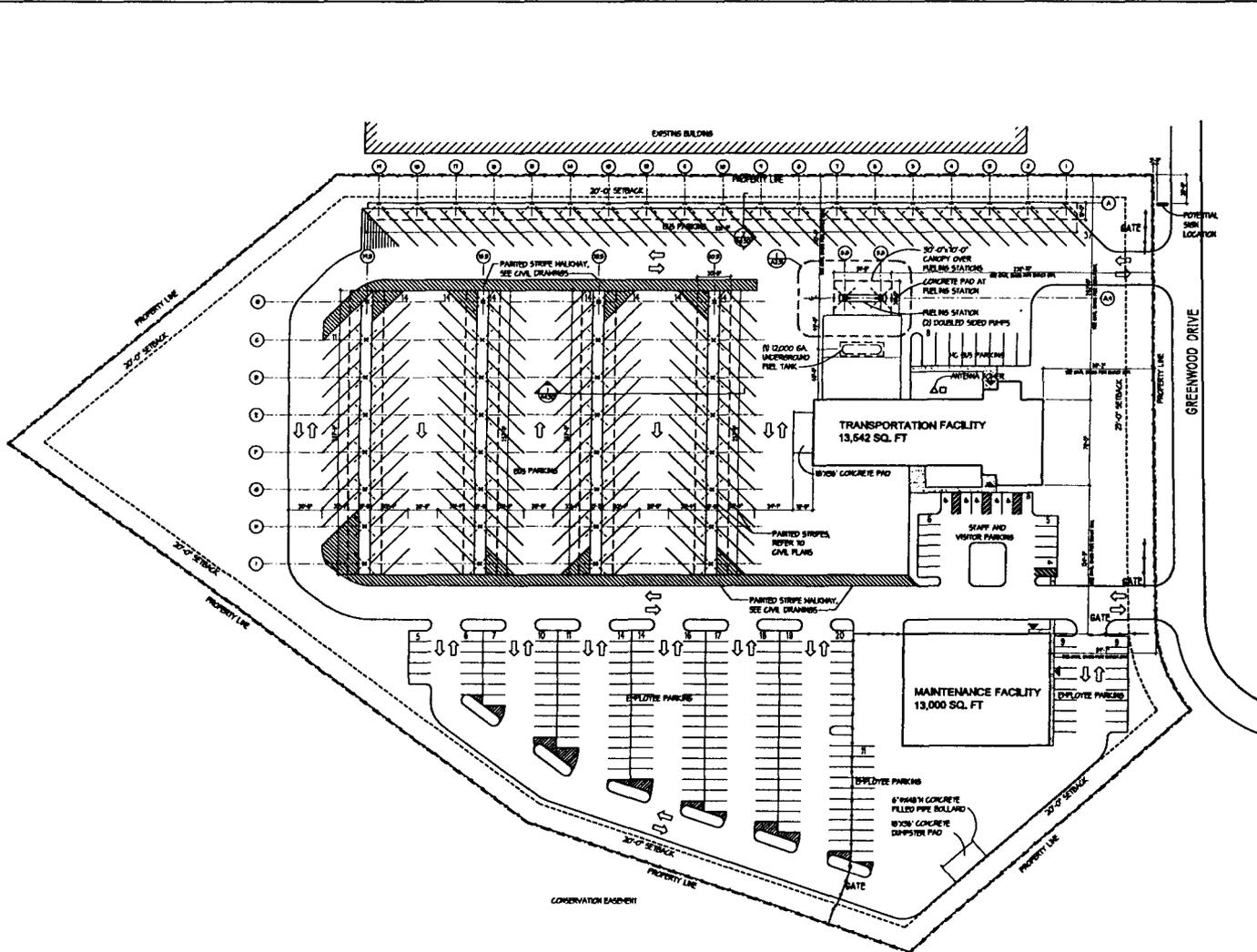
By: Mark Cothron

Mark Cothron,
Its President

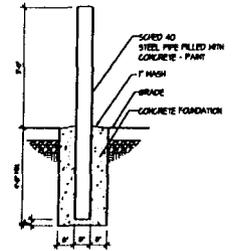
Attest: Elizabeth Campbell

Elizabeth Campbell
Its Secretary

Exhibit A



1 ARCHITECTURAL SITE PLAN
SCALE: 1" = 40'-0"



2 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"

| VALLEY VIEW BUS FACILITY | |
|--------------------------|-----|
| 06 PASSENGER BUS | 87 |
| 30 PASSENGER BUS | 44 |
| 20+3 LIFT BUS | 18 |
| 18 PASSENGER BUS | 4 |
| ADD. BUS PARKING | 3 |
| TOTAL BUS PARKING | 154 |
| EMPLOYEE PARKING | 157 |
| VISITOR PARKING | 12 |
| HANDICAP PARKING | 2 |
| TOTAL CAR PARKING | 171 |

| VALLEY VIEW MAINTENANCE FACILITY | |
|------------------------------------|----|
| INTERIOR PARKING (MAINTENANCE) | 24 |
| EXTERIOR PARKING (GENERAL PARKING) | 29 |
| VISITOR PARKING | 4 |
| HANDICAP PARKING | 1 |

| BUS SIZES | |
|-------------------|--------------------|
| 06 PASSENGER BUS: | 36'-0"L. x 8'-6"W |
| 30 PASSENGER BUS: | 25'-10"L. x 8'-6"W |
| 20 + 3 LIFT BUS: | 25'-10"L. x 8'-6"W |
| 18 PASSENGER BUS: | 19'-10"L. x 8'-6"W |



- LEGEND**
- PROPERTY LINE
 - - - - PROPERTY SETBACK
 - 8'-0" HIGH CHAIN LINK FENCE
 - ◀ BUILDING ENTRANCE



VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 363-UI

Wight

Wight & Company
2200 N. Pennington Rd., Suite 100, Denver, CO 80241
303.549.2700 303.549.7979 fax
Design: Peter Engelhardt 194-000451

STRUCTURAL
20/10 ENGINEERING GROUP, LLC
601 C BUSSE ROAD
ELK GROVE R. 60007
(847) 427-2010
(847) 427-2201

MECH/ELEC/PLUMB
20/10 ENGINEERING GROUP, LLC
601 C BUSSE ROAD
ELK GROVE R. 60007
(847) 427-2010
(847) 427-2201

- SEE PLAN NOTES:**
1. THE QUALITY OF ALL MATERIALS SHALL BE AS SPECIFIED AND THE WORKMANSHIP SHALL BE AS SPECIFIED AND THE WORK SHALL BE AS SPECIFIED AND THE WORK SHALL BE AS SPECIFIED.
 2. SEE ELECTRICAL, MECH/ELEC/PLUMB FOR SPECIFICATIONS.
 3. SEE CIVIL DRAWINGS FOR FENCE DETAILS.
 4. TRAFFIC PLANS SHALL BE SUBMITTED FOR APPROVAL ONLY AND SHALL NOT BE PERMANENT.

HC SCOPE REVIEW SET: 1-1-09
REV. DESCRIPTION DATE

TRANSPORTATION AND MAINTENANCE FACILITIES

ROSEMONT, IL

ARCHITECTURAL SITE PLAN

Project Number:
02-0440-03
Drawn By:

Sheet:

A1.0

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