

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the “Agreement”) made and entered into this _____ day of December 2018, by and between the VILLAGE OF PLAINFIELD, an Illinois home rule municipal corporation, located in Will County, Illinois (“Village”), the PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202, an Illinois school district, located in Will County, Illinois (“District 202”), the PLAINFIELD FIRE PROTECTION DISTRICT (“Fire District”), the COUNTY OF WILL (“County”), the WILL COUNTY FOREST PRESERVE DISTRICT (“Forest Preserve”) the PLAINFIELD PUBLIC LIBRARY DISTRICT (“Library District”), the PLAINFIELD PARK DISTRICT (“Park District”), PLAINFIELD TOWNSHIP (“Township”), the PLAINFIELD TOWNSHIP ROAD DISTRICT (hereinafter referred to as the “Road District”), and THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 525, COUNTIES OF WILL, GRUNDY, KENDALL, LASALLE, KANKAKEE, LIVINGSTON AND COOK (hereinafter referred to as “JJC”). The parties hereto excluding the Village are sometimes hereinafter collectively referred to as the “Taxing Bodies” and individually as a “Taxing Body”.

W I T N E S S E T H:

WHEREAS, the Taxing Bodies and Village may contract or otherwise associate with each other pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.*, which authorize units of local government to 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; and

WHEREAS, the Village has heretofore designated a redevelopment project area pursuant to Village Ordinance No. 3390, approved a redevelopment plan and project pursuant to Ordinance

No. 3389 and adopted tax increment financing for an area commonly known as the “Route 30 TIF” pursuant to Ordinance No. 3391; and

WHEREAS, the Taxing Bodies and the Village are further authorized by the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq. and the Village’s home rule authority under the Illinois Constitution of 1970 to contract with each other concerning certain matters pertaining to tax increment financing for the Route 30 TIF; and

WHEREAS, the Taxing Bodies supported the creation of the Route 30 TIF and the Village’s adoption of the ordinances necessary in relation thereto; and

WHEREAS, the Village and the Taxing Bodies all support the type of economic growth and development anticipated to be fostered by the Route 30 TIF; and

WHEREAS, the Village anticipates that it will not be required to expend all of the Incremental Revenues (as defined herein) generated from within the Redevelopment Project Area (as defined herein) for the completion of the redevelopment Project (as defined herein),

WHEREAS, the Village and the Taxing Bodies desire to enter into this Agreement to memorialize their understanding concerning the Route 30 TIF and the application of certain of the incremental revenues generated thereby.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, and in consideration of the mutual promises and covenants and conditions hereinafter set forth, it is agreed by and between the parties hereto as follows:

ARTICLE I. PREAMBLES

The foregoing recitals are by this reference fully incorporated into and made a part of this Agreement.

ARTICLE II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings hereinafter ascribed thereto unless otherwise clearly required by the context or as otherwise expressly provided by this Agreement:

TIF Act: The Tax Increment Allocation Redevelopment Act of Illinois, 65 ILCS 5/11-74.4-1 et. seq., as from time to time amended.

Route 30 TIF Fund: The Special Tax Allocation Fund for the Route 30 Redevelopment Project Area created by Village Ordinance No. 3391.

Incremental Revenues: The amount of real estate tax revenues generated by properties within the Redevelopment Project Area required to be deposited into the Route 30 TIF Fund pursuant to Section 5/11-74.4-8 of the TIF Act.

Redevelopment Plan: The redevelopment plan approved by Village Ordinance No. 3389.

Redevelopment Project: The redevelopment project approved by Village Ordinance No. 3389.

Redevelopment Project Costs: The costs incurred in completing any portion of the Redevelopment Project which are eligible to be paid for or reimbursed by Incremental Revenues under the TIF Act and which have been approved to be so paid and reimbursed by the Village under the TIF Act and any relevant agreement.

Redevelopment Project Area: The redevelopment project area approved by Village Ordinance No. 3390.

Collection Year: The year in which Incremental Revenues are actually collected by the Will County Treasurer and distributed to the Village for deposit into the Route 30 TIF Fund, even though levied during the preceding year. A Collection Year shall exist for each year in which real estate taxes are levied against property in the Redevelopment Project Area, beginning

with the real estate taxes levied in the first calendar year after the adoption of Village Ordinance No. 3390 and ending with the real estate taxes levied in the twenty-third year after the adoption of Village Ordinance No. 3390.

Surplus Funds: An amount of Incremental Revenues equal to fifty percent (50%) of the Incremental Revenues generated during a given Collection Year and actually paid to the Village by the Will County Treasurer for deposit into the Route 30 TIF Fund.

ARTICLE III. TAXING BODIES' SUPPORT FOR ROUTE 30 TIF

In consideration of the terms and conditions of this Agreement, the Taxing Bodies, individually and collectively, pledge their support for the actions taken by the Village to create the Route 30 TIF, including but not limited to the Village's adoption of Village Ordinance Nos. 3389, 3390 and 3391, and waive any and all rights whether at law or in equity to in any way object to or challenge the validity of any of such actions, including but not limited to the adoption of Village Ordinance Nos. 3389, 3390 and 3391. Nothing in this Article III shall limit or restrict the right of any party to this Agreement to bring an action to enforce the provisions of this Agreement.

ARTICLE IV. DECLARATION AND DISTRIBUTION OF SURPLUS FUNDS;

ADJUSTMENTS BASED ON FUTURE ASSESSMENT APPEALS

4.1 Declaration of Surplus Funds.

During each Collection Year, the Village, by action of its Corporate Authorities, shall take such action as is necessary to declare and establish that an amount of Incremental Revenues equal to the Surplus Funds for such Collection Year shall not be needed or otherwise required by the Village for the payment of Redevelopment Project Costs or for any other lawful or required purpose under the TIF Act, and is available for ultimate distribution to the Taxing Bodies in accordance with the provisions of this Agreement (the "Declaration").

4.2 Distribution of Surplus Funds.

With respect to each Collection Year, the Village shall distribute an amount of Incremental Revenues equal to the Surplus Funds for such Collection Year (the “Distribution”) to the Taxing Bodies, with the portion of the Surplus Funds to be distributed to a particular Taxing Body to be determined by multiplying a fraction (the “Surplus Distribution Fraction”) by the Surplus Funds to yield the amount of the payment to the Taxing Body in question. The numerator of the Surplus Distribution Fraction shall be the amount of real estate taxes actually received by the Taxing Body in question during a given Collection Year from property within the Redevelopment Project Area, and the denominator of the Surplus Distribution Fraction shall be the sum of the amounts of real estate taxes actually received by all of the Taxing Bodies during the same Collection Year, provided, however, that the calculation of the denominator of the Surplus Distribution Fraction shall specifically and expressly exclude consideration or inclusion of real estate taxes received by the Village in the Collection Year in question, whether consisting of Incremental Revenues or of real estate tax revenues other than Incremental Revenues.

4.3 Timing of Declaration and Distribution.

The Village shall take all actions necessary to cause Declaration and the Distribution to occur and be completed on or before that date which is forty five (45) days from the date on which the Village has received the entirety of the Incremental Revenues generated by the Redevelopment Project Area from the Will County Treasurer during a given Collection Year.

4.4 Adjustments Based on Future Assessment Challenge.

Village and Taxing Bodies acknowledge that the potential exists for property owners within the Redevelopment Project Area to challenge the assessments of their properties during the lifetime of the Route 30 TIF, and that they shall communicate and cooperate with one another

concerning the defense of any such challenges in order to preserve the equalized assessed valuation of such properties and thereby, the generation of Incremental Revenues for the operation of the Route 30 TIF and the annual Distribution contemplated by this Agreement. In the event that any such assessment challenge requires the Village to refund any Incremental Revenues received during any given Collection Year, the Village may deduct one half of the amount of any such refund from the amount of the Surplus Funds for the next Collection Year.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1. Entire Agreement.

This Agreement incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

5.2 Exhibits.

Any exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

5.3 Amendments.

This Agreement may be amended from time to time upon the mutual written agreement of the parties hereto. Any such amendment shall be in writing and shall not become effective except upon the enactment of an ordinance or resolution of each of the respective governing authorities of the parties, authorizing the execution of the proposed amendment.

5.4 Waivers.

No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any

term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

5.5 Notices.

Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as respectively set forth for each party in Exhibit A to this Agreement, or to such other address as any party may from time to time designate in a written notice to the other party.

5.6 Enforcement.

It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against any elected or appointed official thereof for any breach of any of the terms of this Agreement.

5.7 Severability.

If any term or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

5.8 Further Performance.

The parties shall at the request of any party to this Agreement, execute and deliver any other and further documents and take all other and further actions as may be respectively required of them to effectuate the intent and purpose of this Agreement.

5.9 Date of Agreement.

The date of this Agreement shall be deemed for all purposes to be the date on which the last of the parties hereto executes this Agreement, and such date shall be inserted into this Agreement as the date first above named.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers pursuant to the express authorization of their respective boards, as of the date first above written.

Village:

Attest:

VILLAGE OF PLAINFIELD,
An Illinois Home Rule Municipal Corporation

By: _____

By: _____

Name: Michelle Gibas

Name: Michael P. Collins

Its: Village Clerk

Its: Village President

Dated: _____

Dated: _____

District 202:

Attest:

Plainfield Community Consolidated

By: _____

District 202

Name: David Koch

By: _____

Its: Secretary

Name: Greg Nichols

Dated: _____

Its: Board President

Dated: _____

County:

County of Will, a body politic and corporate

By: _____

Name: Lawrence M. Walsh

Its: County Executive

Dated: _____

Attest:

By: _____

Name: Lauren Staley Ferry

Its: County Clerk

Dated: _____

Forest Preserve:

Forest Preserve District of Will County, a body politic and corporate within Will County, Illinois

By: _____

Name: Suzanne Hart

Its: Board President

Dated: _____

Attest:

By: _____

Name: Judy Ogalla

Its: Secretary

Dated: _____

Fire District:

Plainfield Fire Protection District

By: _____

Name: William Barnes

Its: Board President

Dated: _____

Attest:

By: _____

Name: James Lehman

Its: Secretary

Dated: _____

Park District:

Plainfield Township Park District, Will and Kendall Counties, Illinois, acting by and through its Board of Commissioners

By: _____

Name: Mary Ludemann

Its: Board President

Dated: _____

Attest:

By: _____

Name:

Its:

Dated: _____

Library District:

Plainfield Public Library District, Will and Kendall Counties, Illinois existing by virtue of the provisions of Chapter 75 of the Illinois Compiled Statutes of the State of Illinois (known as the Illinois Public Library District Act (75 ILCS 16/1-16/50-20))

By: _____

Name: Carl F. Gilmore

Its: Board President

Dated: _____

Attest:

By: _____

Name: Vicki M. Knight

Its: Secretary

Dated: _____

Township:

By: _____

Name: Tony Fremarek

Its: Supervisor

Dated: _____

Road District:

By: _____

Name: Ken Marland

Its: Highway Commissioner

Dated: _____

JJC:

Attest:

**The Board of Trustees of Community
College District No. 525, Counties of Will,
Grundy, Kendall, LaSalle, Kankakee,
Livingston, and Cook, State of Illinois**

By: _____

Name:

By: _____

Its:

Name: Dr. Judy Mitchell

Dated: _____

Its: President

Dated: _____

EXHIBIT A—ADDRESSES FOR NOTICE TO PARTIES

If to Village of Plainfield:

Village of Plainfield
24401 W. Lockport Street
Plainfield, IL 60544
Attention: Village Clerk

If to Plainfield Community
Consolidated School District 202:

Plainfield Community Consolidated District 202
15732 Howard St.

Plainfield, IL 60544

If to Plainfield Fire Protection District:

Plainfield Fire Protection District
23748 W. 135th Street
Plainfield, IL 60544
Attention: Fire Chief

If to County of Will

County of Will
302 N. Chicago Street
Joliet, Illinois 60432
Attention: County Executive

If to Forest Preserve District
of Will County

Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433

If to Plainfield Park District

Plainfield Park District
23729 W. Ottawa St.
Plainfield, IL 60544
Attention: Executive Director

If to Plainfield Public Library District

Plainfield Public Library District
15025 S. Illinois St.
Plainfield, Illinois 60544

If to Plainfield Township

Plainfield Township
22525 W. Lockport Street
Plainfield, IL 60544

If to Plainfield Township Road District

Plainfield Township Road District
22525 W. Lockport Street
Plainfield, IL 60544

If to JJC

Joliet Junior College
Attn. Dr. Judy Mitchell, President
125 Houbolt Road
Campus Center, A-3110
Joliet, IL 60431

