

**VILLAGE OF TOLONO,
CHAMPAIGN COUNTY, ILLINOIS**

ORDINANCE NO. 2014-04

**TOLONO TIF DISTRICT
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT**

by and between

THE VILLAGE OF TOLONO

and

TOLONO FIRE PROTECTION DISTRICT

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF TOLONO, CHAMPAIGN COUNTY, ILLINOIS
ON THE 4TH DAY OF MARCH, 2014.**

VILLAGE OF TOLONO, ILLINOIS: ORDINANCE NO. 2014-04

VILLAGE OF TOLONO
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF TOLONO
AND
TOLONO FIRE PROTECTION DISTRICT

BE IT ORDAINED BY THE MAYOR AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF TOLONO, CHAMPAIGN COUNTY, ILLINOIS THAT:

SECTION ONE: The Intergovernmental Agreement with the Tolono Fire Protection District (*Exhibit A* attached) is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Intergovernmental Agreement and the Village Clerk of the Village of Tolono is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 4th day of March, 2014.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Village of Tolono, Illinois, on the 4th day of March, A.D., 2014, and deposited and filed in the Office of the Village Clerk of said Village on that date.

TRUSTEES & PRESIDENT	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Kent Plackett			<i>Absent</i>
Beth Hewing	✓		
Michael Golish		✓	
Greg Kingston	✓		
Ryan Perry	✓		
Beth Erwin	✓		
Jeff Holt, President			
TOTAL VOTES:	4	1	1

APPROVED: *Jeff Holt*, Date 03 / 04 / 2014
President

ATTEST: *Diane L. Phillips*, Date: 03 / 04 / 2014
Village Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

by and between

THE VILLAGE OF TOLONO

and

TOLONO FIRE PROTECTION DISTRICT

INTERGOVERNMENTAL AGREEMENT

by and between

THE VILLAGE OF TOLONO

and the

TOLONO FIRE PROTECTION DISTRICT

TOLONO

TAX INCREMENT FINANCING DISTRICT

INTERGOVERNMENTAL AGREEMENT
TOLONO FIRE PROTECTION DISTRICT

This Agreement is entered into by and between the Village of Tolono, Illinois, an Illinois Municipal Corporation, and the Tolono Fire Protection District, pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

In consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto find and agree as follows:

1. The Village of Tolono (the "Village") is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.
2. The Tolono Fire Protection District, (the "Fire District") is a duly organized Fire Protection District operating under the Statutes of the State of Illinois.
3. The Village has the authority under the Expenses for Economic Development Act, 65 ILCS 5/8-1-2.5, to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity that is deemed necessary or desirable for the promotion of economic development within the municipality.
4. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5 Section 220/1 *et seq.* provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by municipalities as well as other public bodies politic.
5. The Tax Increment Allocation Redevelopment Act (the "TIF Act"), Illinois Compiled Statutes, as amended, Ch. 65 Section 5/11-74.4-1 *et seq.* authorizes a municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project.
6. The TIF Act authorizes a municipality to pay all or a portion of a taxing districts capital costs.
7. The Village previously adopted a Redevelopment Plan and Projects and designated a Redevelopment Area pursuant to the TIF Act for the Tolono Tax Increment Financing District (the "TIF District") which area is located within the Fire District.
8. The parties declare that this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; Illinois Compiled Statutes, Ch. 5 Section 220/1 *et seq.*, the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, Ch. 65 Section 5/11-74.4-1 *et seq.* and other applicable statutes.

NOW, THEREFORE, the parties agree to implement these policies as follows:

A. REIMBURSEMENT OF CAPITAL COSTS

1. On or before July 1, 2014, the Village shall pay the Fire District a one-time lump sum in the amount of **\$250,000.00** from the Special Tax Allocation Fund (the "TIF Fund") for the reimbursement of capital costs incurred for construction of a new building.
2. Commencing on December 15, 2015 and on December 15th each year thereafter through December 15, 2026, provided that the Tolono TIF District remains in existence, the Village shall pay the Fire District an annual amount of **\$50,000.00**, **subject to the limitation of A.3. below**, from the TIF Fund for the reimbursement of capital costs incurred by the Fire District.
3. Notwithstanding anything contained herein to the contrary, the annual payments due under this Agreement in calendar years 2015 through 2026 shall not exceed 4.3% of the total TIF real estate tax increment received by the Village during that calendar year.
4. The total reimbursements to the Fire District shall not exceed **\$850,000**.

B. VERIFICATION OF CAPITAL COSTS

1. The Fire District shall provide to the Village's TIF Administrator, Jacob & Klein, Ltd. and The Economic Development Group (collectively the "Administrator"), verified receipts, invoices, bills or statements of suppliers, contractors, or professionals together with Mechanic's Lien Waivers, if applicable, cancelled checks or other proof of payment as required by the Village, and upon such time or times as requested by Village, as verification that the Village's payments from the Village's TIF Fund to the Fire District were spent on capital expenditures arising from construction of the new fire station. If such is requested and not provided within 30 days of such written request, then the Village has the right to suspend and not make any payments remaining until such is provided to the satisfaction of Village.

C. GENERAL PROVISIONS

1. Binding Effect: This Agreement shall be binding on the parties and their respective successors--including successors in office.
2. Governing Law: This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. Amendments, Waivers, Modifications: No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
4. Waiver of All Rights to Contest TIF District: The Fire District, by its execution and approval of this Agreement, hereby waives forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment and

administration of the TIF District.

5. Prevailing Wage: The Fire District acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act, to the extent such is applicable. The Fire District shall indemnify and hold harmless the Village, its officers, officials, agents and consultants from any and all claims related thereto.
6. Partial Invalidity: In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
7. Complete Agreement: This Agreement expresses the complete and final understanding of the parties with respect to the subject matter as of the date of its execution. Each party acknowledges that no representations have been made which have not been set forth herein.
8. Authority to Execute: The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 4th day of March, 2014.

**TOLONO FIRE
PROTECTION DISTRICT**

By: _____

Attest: _____

**VILLAGE OF TOLONO, an Illinois
Municipal Corporation**

By: _____

President

Attest: _____

Village Clerk