

**VILLAGE OF BELLEVUE,
PEORIA COUNTY, ILLINOIS**

ORDINANCE NO. 640

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

by and between

THE VILLAGE OF BELLEVUE

and

LIMESTONE HIGH SCHOOL DISTRICT NO. 310

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF BELLEVUE, ILLINOIS,
ON THE 26th DAY OF OCTOBER, 2009.**

**VILLAGE OF BELLEVUE TIF DISTRICT I
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BELLEVUE
AND
LIMESTONE HIGH SCHOOL DISTRICT NO. 310**

BE IT ORDAINED BY THE VILLAGE OF BELLEVUE THAT:

SECTION ONE: The Intergovernmental Agreement with Limestone High School District No. 310 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 Bellevue is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 26th day of October, 2009.

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 Bellevue, Illinois, on the 26th day of October, A.D., 2009, and deposited and filed in the Office of the Village Clerk of said Village on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Billie Pierson	✓		
Curtis Sample	✓		
Billy C. Newton	✓		
Pamela Hall	✓		
Francis Heskett	✓		
<i>Terry Johnson</i>	✓		
Larry Merriman, Village President			
TOTAL VOTES:			

APPROVED: *Larry D Merriman*, Date 10 / 26 / 2009
 Village President, Village of Bellevue

ATTEST: *Carol S. Howard*, Date: 10 / 26 / 2009
 Village Clerk, Village of Bellevue

**BELLEVUE TIF DISTRICT I
INTERGOVERNMENTAL AGREEMENT**

by and between

**THE VILLAGE OF BELLEVUE, ILLINOIS
and
LIMESTONE HIGH SCHOOL DISTRICT NO. 310**

This Intergovernmental Agreement is entered into by and between the Village of Bellevue, an Illinois Municipal Corporation, and Limestone High School District No. 310, an Illinois School District, pursuant to the 1970 Illinois Constitution and Illinois Revised Statutes.

In consideration of their mutual promises, the parties hereto agree as follows:

1. The Village of Bellevue (“Village”) is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.
2. The Limestone High School District No. 310, (“School District”) is an Illinois School District organized under the Statutes of the State of Illinois.
3. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes 2008, Ch. 5 Section 220/1 et seq. provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by school districts and municipalities as well as other public bodies politic.
4. The Tax Increment Allocation Redevelopment Act (“TIF Act”), Illinois Compiled Statutes, 2008, as amended, Ch. 65 et seq. authorizes a municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project.
5. The Village has adopted a Redevelopment Plan and Projects and designated a Redevelopment Area pursuant to the TIF Act for Bellevue TIF District I (“TIF District”) which is an area located in the School District and which impacts the growth of the School District’s taxing base.
6. Pursuant to Section 11-74.4-3(n)(J)(3) the Village is seeking an extension of the term of the TIF district from twenty-three (23) years to thirty-five (35) years.

7. The Agreement is contingent in its entirety on the Legislature's passage and the Governor's signing a Bill to extend the life of Bellevue TIF District I for an additional twelve (12) years beyond its current scheduled termination in tax year 2009 through tax year 2021.
8. The Village has determined that it wishes to reduce some of the negative impact on the real estate tax base of the School District caused by the creation of the TIF District.
9. In consideration of the Village's pledge to reimburse the School District as described herein, the School District agrees that it shall support the Village's initiative to secure an extension of the term of TIF District I for an additional twelve year period.
10. The Village and School District ("Parties") declare that this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, 2008, as amended, 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:

I. REIMBURSEMENT CALCULATION

A. FOUNDATION FORMULA CALCULATION

1. Each year during the term of this Agreement commencing with tax year 2009 payable 2010, the Village shall pay to the School District from the real estate increment created by any development or increase in equalized assessed valuation within the TIF District a sum equal to the annual calculation of the "Foundation Formula" applicable to the School District as set forth below.

As an example of this calculation (using 2008 tax rate):

- a) The State Department of Education provides:

(1)	The School District's tax rate:	2.094
(2)	The School District's current State Aid Entitlement:	<u>1.050</u>
	The difference is:	1.044

- b) The County Clerk will certify that the real estate increment in the TIF District over the base year and within the School District's boundaries:
 For example: EAV Increment = \$100,000

- c) Resulting payment: Item #1 times Item #2 = \$10,440

This above example is for reference purposes only. The actual School District's operating tax rate and "State Aid Entitlement" received from the State of Illinois, as determined by the Illinois Board

of Education, would be used for calculating the resulting payment, under this Agreement.

2. The School District hereby waives all other provisions for calculating annual real estate tax increment reimbursement amounts as provided in the TIF Act. The reimbursement provided for in this Agreement shall be in lieu of any statutory reimbursement provided under the TIF Act.

B. TAX INCREMENT

The Parties agree that the Peoria County Clerk will provide to the parties the actual annual net real estate tax increment generated within the TIF District and within the boundaries of the School District and report such increment to the parties.

C. IMPACT FEE

The Village will pay the sum above described in Paragraph A to the School District from the Special Tax Allocation Fund as an impact fee to be used for the following:

1. Capital costs and job training, advanced vocational education and other career education purposes, pursuant to current Section 4-3(q)(7) and (10) of the TIF Act, and the School District shall provide the Village with a list of the expenditures annually.

For purposes of this Agreement, the term "capital" shall include all real property, and all personal property having a value in excess of \$500 and, having a useful life of at least six (6) months and otherwise meeting the definition of "Capital" as set forth by the Illinois State Board of Education. Examples of capital costs are, but not limited to:

- a. Acquisition of land to serve the immediate or future needs of children from the development;
- b. Improvement to any existing school site which already serves such needs;
- c. Development of classrooms, parking lots, sidewalks, traffic signals, internal roadways, connections with water, sewer and electrical lines, playgrounds, recreation grounds and athletic fields;
- d. Remodeling or renovation of School facilities;
- e. Purchase and prefabrication of classroom units;
- f. Material, goods or equipment as set forth in Exhibit A of the Illinois Program Accounting Manual for local Education Agencies prepared by the Illinois State Board of Education;

- g. Buses, maintenance, equipment, office equipment, district vehicles, or playground equipment; or
- h. Any other piece of capital equipment deemed necessary by the School District.

D. REIMBURSEMENT TIMING

The Village shall pay the sum determined above to the School District within sixty (60) days of the Village's receipt of the real estate tax increment generated as a preference and in the same proportions as actually received by the Village provided that the School District has filed annually with the Village a list of eligible project costs equal to or exceeding the calculated sum to be paid to the School District under the terms of this Agreement.

II. GENERAL

Binding Effect:

This Agreement shall be binding on the parties and their respective successors--including successors in office. Should the School District merge, this Agreement shall apply to the successor school district.

Governing Law:

This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

Term:

The obligation of the parties hereto shall continue for the duration of the TIF District. The TIF District shall terminate upon completion of all redevelopment projects or twenty-three (23) years from the creation of the TIF district, thirty-five (35) years if legislatively extended, whichever occurs first. In the event the TIF District exists for thirty-five (35) years, or terminates earlier due to completion of all redevelopment projects, the Village will pay in the following year thereafter, the sums due to the School District for the prior year or years.

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.

Waiver of All Rights to Contest TIF District:

The School 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 of Bellevue TIF District I, the extension of the life of this TIF District, or the Redevelopment Area as adopted.

Enlargement of the TIF District:

The Village agrees that it will notify the School District of any proposed enlargement of the TIF District at least 60 days prior to the adoption of ordinances changing the District boundaries.

Amending the TIF District:

The Village will not otherwise amend the TIF Plan except after providing prior written notice to the School District as required by statute.

Real Estate Tax Increment Information:

- (1) The Administrators of the TIF Plan and Village agree to provide the School District with information developed to establish the initial equalized assessed valuation of the TIF District and the calculations for successive years' computation of the real estate tax increment for the TIF District as a whole and, if possible, for the School District alone.
- (2) The Village agrees that its Administrators shall provide the School District with a copy of the TIF Annual Report when it is presented to the Village Board. Such Report shall set forth: (a) the balance in the Special Tax Allocation Fund ("Fund") at the beginning of the year; (b) all amounts deposited in the Fund by source; (c) all expenditures from the Fund by categories; and (d) the balance in the Fund at the end of the year by source.

Complete Agreement:

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

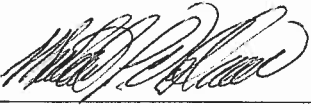
Authority to Execute:

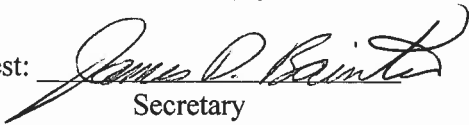
The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

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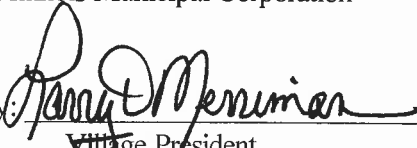
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
October 13, _____, 2009.


LIMESTONE COMMUNITY HIGH SCHOOL
DISTRICT NO. 310

By: 
President, Board
of Education

Attest: 
Secretary

VILLAGE OF BELLEVUE,
an Illinois Municipal Corporation

By: 
Village President

Attest: 
Village Clerk