

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Agreement is entered into by and between the CITY OF STREATOR, ("the CITY") and LASALLE COUNTY, OTTER CREEK TOWNSHIP, OTTER CREEK TOWNSHIP ROAD AND BRIDGE, STREATOR GRADE SCHOOL DISTRICT NO. 44, ALLEN TOWNSHIP GRADE SCHOOL DISTRICT NO. 65, STREATOR TOWNSHIP HIGH SCHOOL DISTRICT NO. 40 and ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513, (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 City and the Taxing Bodies are public agencies as that term is defined in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes the City and the Taxing Bodies to contract or otherwise associate among themselves to obtain or share services, or to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the City has lawfully established the Streator Route 18 East Tax Increment Financing (TIF) District; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF Act"), Illinois Compiled Statutes, as amended, 65 ILCS 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 projects; and

WHEREAS, Otter Creek Township, Otter Creek Township Road and Bridge, Streator Grade School District No. 44, Allen Township Grade School District No. 65, Streator Township High School District No. 40, LaSalle County and Illinois Valley Community College District No. 513 (the " Taxing Bodies") are Illinois Taxing Districts organized under the Statutes of the State of Illinois and are the Taxing Districts exercising taxing authority within the Streator Route 18 East TIF District, and

WHEREAS, the Taxing Bodies shall use any payments received pursuant to this Agreement for purposes as allowed by law; and

WHEREAS, any surplus declarations and/or distributions provided for hereunder are not payments in lieu of taxes as defined by the TIF Act; and

WHEREAS, in consideration of the City's obligations and agreements as set forth below, the Taxing Bodies agree that each shall support the City's establishment of the TIF District as provided in this Agreement; and

WHEREAS, 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, as amended, Ch. 65 Section 5/11-74.4-1 et seq.; and other applicable statutes.

AGREEMENTS

NOW, THEREFORE, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLES** The Parties find that all of the recitals contained in the preamble to this Agreement are full, true and correct and incorporate them into this Agreement by this reference.

2. **DEFINITIONS:**

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

2.1 **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.

2.2 **Redevelopment Project Area.** The portion of the City designated as a Redevelopment Project Area in attached *Exhibit A*, except as may be modified consistent with this Agreement and as allowed by law.

2.3 **Plan and Project.** The Redevelopment Plans and Redevelopment Projects defined as the "Plan" and the "Project" in such ordinances relating to the TIF as may be adopted by the City.

2.4 **Incremental Revenues.** The amount of real estate tax revenues from each parcel which is required to be deposited into the City's special tax allocation fund pursuant to Section 11-74.4-8(b) of the Act and in consequence of the City's designation of the Redevelopment Project Areas.

2.5 **Surplus Funds.** For purposes of this Agreement shall mean the specific percentages of the Incremental Revenues received in each calendar year as stated in Sections 4.1, 4.2 and 4.3 and any other amounts declared surplus at the discretion of the City pursuant to the TIF Act, and as provided herein.

2.6 **Targeted Parcels.** Those parcels within the TIF District which are identified in *Appendix I* (attached hereto and made a part hereof) by specific "Property Identification Number" or "PIN".

2.7 **Residential Parcels.** Those parcels within the TIF District not identified in *Appendix I* and which are designated for tax assessment purposes by the local assessing authorities as "residential" property. Notwithstanding anything to the contrary herein,

the parties acknowledge that individual, housing units restricted to age 55 and older residents, nursing homes, assisted/independent living facilities, memory care facilities, rehabilitation facilities, and/or veteran's facilities are not considered Residential Parcels for purposes of this Agreement regardless of applicable zoning.

2.8 **"All Other Parcels"**. Those parcels within the TIF District which are neither Targeted Parcels nor Residential Parcels.

3. **EDUCATIONAL COSTS**

3.1 **Educational Costs**. The City shall first make from the TIF Funds on an annual basis all such payments to School District No. 40, School District No. 44 and School District No. 65, for the increased educational operational costs of students as required-by the TIF Act.

4. **TIF SURPLUS AND DISTRIBUTION**

4.1 **Targeted Parcels**. The City shall retain up to 100% of the increment generated by the Targeted Parcels for uses as authorized by the TIF Act and Illinois Law, provided such Targeted Parcels are subject to a City Council approved redevelopment agreement signed by a specific developer and specifically pertaining to the Targeted Parcel and further provided that substantive redevelopment activities have commenced. Until such a redevelopment agreement has been so approved and signed and substantive redevelopment activities have commenced, parcels designated by this agreement as "Targeted Parcels" will be treated as "All Other Parcels," as per Section 4.3 of this agreement below. For purposes of this agreement, "substantive redevelopment activities" shall mean that construction, reconstruction, renovation, rehabilitation, site preparation and/or demolition activities have commenced or been permitted by the City.

4.2 **Residential Parcels**. The City agrees to annually declare as Surplus Funds not less than Fifty-One Percent (51%) of all Incremental Revenues generated by the Residential Parcels and pay such surplus to the respective county for distribution to the Taxing Bodies and other Taxing Districts in accordance with the TIF Act, even if such residential parcels and uses are on tracts identified herein as Targeted Parcels, for so long as they remain Residential Parcels as such term is defined herein.

4.3 **All Other Parcels**. The City agrees to annually declare as Surplus Funds not less than fifty-one Percent (51%) of all incremental revenue generated by All Other Parcels and pay such surplus to the County for distribution to the Taxing Bodies in accordance with the TIF Act, except for "Targeted Parcels" where such delineated tracts are the subject of an approved and executed redevelopment agreement as provided in Paragraph 4.1 hereinabove.

4.4 **Notice**: The City will annually notify the LaSalle County Supervisor of Assessments and the Taxing Bodies at the annual JRB meeting or otherwise in writing of a change in the designation of any parcel from "Residential" or "Other" to "Targeted" as provided herein. Any change will be effective for surplus distribution purposes in the

next tax year following commencement of substantive development or redevelopment as described above in Section 4.1.

5. **MODIFICATIONS TO TIF DISTRICT**

5.1 **Amendment.** Any amendment adding territory to a TIF District shall be in accordance with the requirements of the law.

5.2 **Termination and New TIF.** In the event the City establishes a new TIF which includes any parcels originally included in the Streator Route 18 East TIF, the Taxing Bodies shall have the option of enforcing the provisions of this Agreement with respect to such included parcels or agreeing to an amendment to this Agreement. The Taxing Bodies reserve all rights with respect to new TIFs.

5.3 **Extensions.** Any extension to the term of this TIF District shall be in accordance with the requirements of the law. The Taxing Bodies expressly do not waive any approval required for such extension by law or practice of the General Assembly.

6. **ADDITIONAL CITY OBLIGATIONS**

6.1. **Use of TIF funds.** Incremental revenues received from any TIF District shall be used and/or distributed in accordance with the requirements of law and the terms of this Agreement.

6.2 **Notification of Future TIFs.** The City shall provide the Taxing Bodies with notice of any proposed new tax increment redevelopment project area in accordance with the requirements of law.

7. **WAIVERS**

7.1 **Waiver of Objections (Streator Route 18 East TIF):** LaSalle County, Otter Creek Township, Otter Creek Township Road and Bridge, Streator Grade School District No. 44, Allen Township Grade School District No. 65, Streator Township High School District No. 40, and Illinois Valley Community College District No. 513 by its execution and approval of this Agreement hereby waive forever any and all right to directly or indirectly set aside, modify or contest in any manner, including any and all judicial and/or administrative challenges, to the establishment of the Streator Route 18 East TIF District including the Redevelopment Plan, Projects and Area as approved by the City, as of September 19, 2018. Nothing contained herein is to be construed to give the Taxing Bodies any right to participate in the administration of the TIF District Redevelopment Plan or Projects.

8. **BINDING EFFECT** This Agreement shall be binding on the Parties and their respective successors-including successors in office. Should any entity merge, this Agreement shall apply to the successor entity.

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

10. **TERM** This Agreement shall become effective upon the establishment of the TIF District and shall remain in effect until either the City adopts an Ordinance dissolving the TIF District or until the scheduled termination of the TIF District on December 31, 2042, with final real estate increment received in 2043. Whether the TIF District exists for the entire 23 years as called for under the TIF Plan or terminates at some other time, the City will pay from incremental real estate taxes distributed to the City in the year following termination, the sums due the Taxing Bodies for the prior year which remain unpaid, if such increments are received by the City from the County. The parties acknowledge that the City has entered into certain Redevelopment Agreements prior to the adoption of this Agreement. Such previously executed Agreements shall remain in full force and effect regardless of any terms of this Agreement.
11. **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.
12. **REAL ESTATE INCREMENT INFORMATION** The Administrator of the TIF Plan and City agree to provide the Taxing Bodies 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 increment for the TIF District as a whole and the calculations of amounts due each of the Taxing Bodies. The Administrator further agree to provide the Taxing Bodies with a copy of the TIF Annual Reports when they are presented to the City Council and such other documents or information required by law to be given to taxing bodies.

The City further agrees, to the extent permitted by law, that any redevelopment agreement with a developer or entity, which agreement provides for the payment of any TIF funds, shall include a provision that requires the developer to dismiss any pending tax assessment or tax rate challenge affecting any parcel in the Streater Route 18 East TIF, and shall also include a provision prohibiting any payment to a developer or for the developer's benefit from the tax increment for any year when any tax assessment appeal or tax rate objection for any parcel in the Streater Route 18 East TIF has been filed by the developer. This provision shall apply to any property subject to a Redevelopment Agreement adopted after the date of the approval of this agreement, for so long as the applicable redevelopment agreement is in effect and has not expired or been terminated.

13. **ENFORCEMENT** The City and Taxing Bodies agree that in the event either party to this Agreement should fail to perform or avoid its obligations hereunder, the party not in breach may initiate an action in the local circuit court to enforce the terms and conditions set forth herein and shall be permitted to assess all costs and reasonable attorneys' fees incurred by reason of such enforcement action against the party in breach, which costs and reasonable attorneys' fees shall be promptly paid.
14. **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.

15. **SEVERABILITY** If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by any court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

16. **NOTICES** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To City:
City Manager, City of Streator
204 S. Bloomington Street
Streator, Illinois 61364

Superintendent
Streator Elementary School District No. 44
1520 N. Bloomington Street
Streator, Illinois 61364

With Copy To:
Jacob & Klein, Ltd
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704

Superintendent
Allen-Otter Creek Central Consolidated
School District No. 65
400 S. Lane Street
Ransom, Illinois 60470

Illinois Valley Community College
Attn: President Jerome Corcoran
815 North Orlando Smith Road
Oglesby, Illinois 61348

Superintendent
Streator Township High School Dist. No. 40
202 W. Lincoln Ave.
Streator, Illinois 61364

LaSalle County Board
Attn: Chairman
707 E. Etna Road
Ottawa, IL 61350

Otter Creek Twp & Road District
Attn: Road Commissioner
PO Box 285
Streator, IL 61364

Otter Creek Township
Attn: Supervisor
1524 Little Main Street
Streator, IL 61364

17. **HOLD HARMLESS / DELAYED PAYMENT** The involved or affected Taxing Body(ies) which is/are the subject of any challenge to the payment or eligibility of payments received hereunder shall hold the City harmless from any claim or damages, including reasonable attorney fees of the City in any action or proceeding which may be threatened or commenced challenging the payments made hereunder. The Taxing Bodies recognize that the City may be enjoined from making any payments required hereunder

pending resolution of any challenge and hold the City harmless from any non-payment or delayed payment due to this reason.

18. REIMBURSEMENT OF TAXING DISTRICT'S PROPORTIONATE SHARE OF TAX OBJECTION REFUNDS

If a refund or reimbursement of tax increment (including any accrued statutory interest thereon) is due from the City's Special Tax Allocation (TIF) Fund for any reason, including but not limited to a final order in any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the reduction of assessed value of any parcel of real property which is located within the TIF District Redevelopment Project Area, then the Taxing Bodies shall reimburse the City for their unpaid share of such refund (including any accrued statutory interest thereon) within thirty (30) days upon receiving written demand of the same from the City. Notwithstanding anything in this Agreement to the contrary, the obligations contained in this Section shall remain in effect for the remaining life of the TIF District, whether the TIF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City, at an earlier time if the City passes an ordinance terminating the TIF District, or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this Section shall survive the expiration of the TIF District.

Should any Taxing Body fail to reimburse the City as provided herein, the City may withhold the sum not reimbursed from future payments otherwise due the Taxing Body under this agreement.

If a Taxing Body is the subject of proceedings to dissolve or to terminate its existence, the City may, in its sole discretion, withhold the Surplus designated share of any possible refund (including any accrued statutory interest thereon) from future reimbursements required to be paid under this Agreement. Any funds withheld by the City in this circumstance shall be deposited by City into a separate interest bearing bank account. Upon final determination of the assessed value of the parcels or parcels, the City shall pay to the Taxing Bodies the principal amount due, if any, under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of an account due to the delay of the determination of the final evaluation and recalculation of the amounts due under this Agreement.

- 19. AUTHORITY TO EXECUTE** The undersigned represent that they have the authority of their respective governing authorities to execute the Agreement.

[Remainder of Page Left Blank]

IN WITNESS, WHEREOF, the Parties hereto have executed this Agreement on the

_____ day of _____, 2018.

**CITY OF STREATOR,
an Illinois Municipal Corporation:**

By: _____
Mayor, City of Streator

Attest: _____
Clerk, City of Streator

**STREATOR ELEMENTARY
SCHOOL DISTRICT NO. 44**

By: _____
President, Board of Education
Streator Elementary School
District No. 44

Attest: _____
Secretary, Board of Education
Streator Elementary School
District No. 44

**STREATOR TOWNSHIP
HIGH SCHOOL DISTRICT NO. 40**

By: _____
President, Board of Education
Streator Township High School
District No. 40

Attest: _____
Secretary, Board of Education
Streator Township High School
District No. 40

**ALLEN-OTTER CREEK CENTRAL
CONSOLIDATED SCHOOL
DISTRICT NO. 65**

By: _____
President, Board of Education
Allen-Otter Creek Central
Consolidated School District No. 65

Attest: _____
Secretary, Board of Education
Allen-Otter Creek Central
Consolidated School District No. 65

**ILLINOIS VALLEY COMMUNITY
COLLEGE DISTRICT NO. 513**

By: _____
President, Board of Trustees
Illinois Valley Community
College District No. 513

Attest: _____
Secretary, Board of Trustees
Illinois Valley Community
College District No. 513

LASALLE COUNTY

By: _____
Chairman, LaSalle County Board

Attest: _____
County Clerk, LaSalle County

OTTER CREEK TOWNSHIP

By: _____
Supervisor

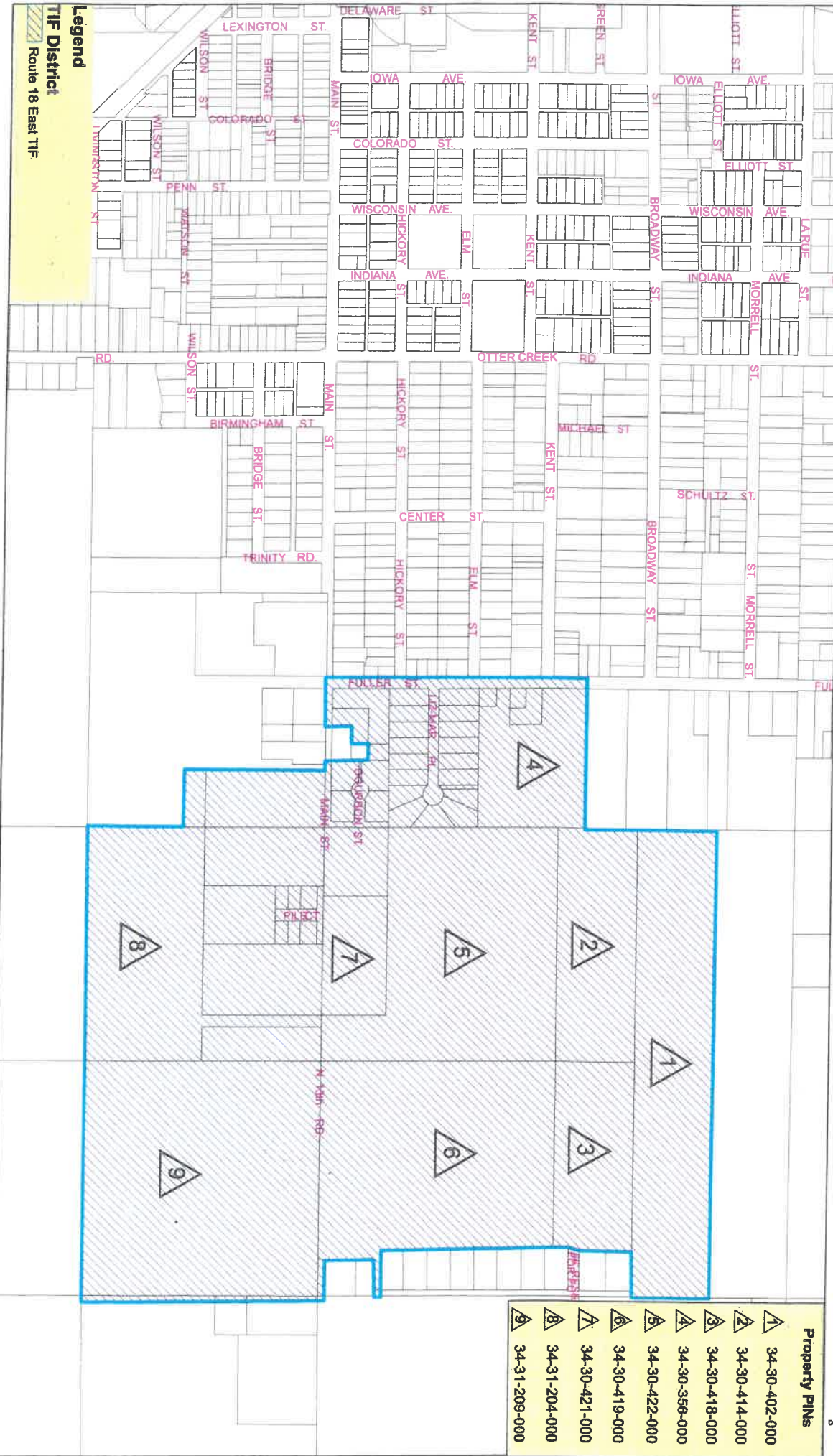
Attest: _____
Clerk

**OTTER CREEK TOWNSHIP
ROAD AND BRIDGE**

By: _____
Road Commissioner

Attest: _____
Clerk

Route 18 East TIF District - 2018 - Targeted Parcels



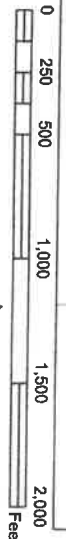
Property PINs
1 34-30-402-000
2 34-30-414-000
3 34-30-418-000
4 34-30-356-000
5 34-30-422-000
6 34-30-419-000
7 34-30-421-000
8 34-31-204-000
9 34-31-209-000

Legend

TIF District

Route 18 East TIF

EXHIBIT A STREATOR ROUTE 18 EAST TAX INCREMENT FINANCING DISTRICT



APPENDIX I

**STREATOR ROUTE 18 EAST TAX INCREMENT FINANCING DISTRICT
TARGET PARCELS**

LASALLE COUNTY TAX ID NO. (Referenced PIN#)

1. 34-30-402-000
2. 34-30-414-000
3. 34-30-418-000
4. 34-30-356-000
5. 34-30-422-000
6. 34-30-419-000
7. 34-30-421-000
8. 34-31-204-000
9. 34-31-209-000

APPENDIX II

STREATOR ROUTE 18 EAST TIF DISTRICT

LEGAL DESCRIPTION

The City of Streator Tax Increment Financing (TIF) District V is comprised of an area made up of parts of Section 36, Township 31 North, Range 3 East of the Third Principal Meridian and parts of Sections 30 and 31, Township 31 North, Range 4 East of the Third Principal Meridian in Streator Illinois, LaSalle County, more particularly described as follows: Beginning at a point at the intersection of the south line of the north quarter of Section 31, Township 31 North, Range 4 East of the Third Principal Meridian and the east right-of-way line of E. 19th Road; thence north along said east right-of-way line to its project intersection with the north right-of-way line of Illinois Route 18 (Main Street); thence west along said north right-of-way line to the southwest corner of LaSalle County parcel 34-30-413-000; thence north along the west property line of said parcel to the northwest corner of LaSalle County parcel 34-30-417-000; thence east along the north property line of said parcel to the northeast corner of said parcel; thence north to the southeast corner of LaSalle County parcel 34-30-401-008; thence west along the south property line of said parcel to its intersection with the east property line of LaSalle County parcel 34-30-419-000; thence north along said east property line to the southeast corner of LaSalle County parcel 34-30-418-000; thence north along the east property line of said parcel to its intersection with the south property line of LaSalle County parcel 34-30-402-000; thence east along said south property line to its projected intersection with the east right-of-way line of E. 19th Road; thence north along said east right-of-way line to a point due east of the northeast corner of LaSalle County parcel 34-30-402-000; thence west to said northeast corner of LaSalle County parcel 34-30-402-000; thence west along the north property line of said parcel to the northwest corner of said parcel; thence south along the west property line of said parcel to the northwest corner of LaSalle County parcel 34-30-414-000; thence south along the west property line of said parcel to the northeast corner of LaSalle County parcel 34-30-356-000, thence west along the north property line of said parcel to its projected intersection with the west right-of-way of Fuller Avenue; thence south along said west right-of-way line to its projected intersection with the south right-of-way line of Illinois Route 18 (Main Street); thence east along said south right-of-way line to the northwest corner of LaSalle County parcel 34-31-122-000; thence south along the west property line of said parcel to the northwest corner of LaSalle County parcel 34-31-133-000; thence south along the west property line of said parcel to the southwest corner of said parcel; thence east along the south property line of said parcel to its intersection with the west property line of LaSalle County parcel 34-31-204-000; thence south along said west property line to the southwest corner of said parcel, said southwest corner lying on the south line of the north quarter of Section 31, Township 31 North, Range 4 East of the Third Principal Meridian; thence east along said south line to the point of beginning.