

**INTERGOVERNMENTAL AGREEMENT CONCERNING
VILLAGE OF WINFIELD TOWN CENTER 2 TIF REVENUES**

This Intergovernmental Agreement is entered into as of the _____ day of _____, 2021, by, between, and among the following parties: the Village of Winfield (“Village”), Winfield School District 34 (“District 34”), West Chicago Community High School District 94 (“District 94”), Winfield Park District (Park District) and Winfield Fire Protection District (Fire District).

WHEREAS, each of the parties has the authority to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, pursuant to Sections 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 5), and pursuant to the statutory contracting power of each party;

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-7.4-1 *et seq.*) (the “TIF Act”), the Village is contemplating the adoption of, or has adopted, ordinances approving a tax increment redevelopment plan and redevelopment project, designating a tax increment redevelopment project area located within the boundaries of the Village and also located in whole or in part within the boundaries of each of the other parties, such area known as the “Town Center 2 TIF District,” (referred to herein as “TIF 2”) as shown on Exhibit A attached hereto, and adopting tax increment financing for the TIF District;

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; and

WHEREAS, the parties wish to enter into this Agreement to provide revenues to the taxing districts within TIF 2, in addition to the estimated cumulative recovered annual property taxes based on the Village's voluntary amendment to TIF 1 removing certain properties after tax year 2021, estimated cumulative recovered annual property taxes from the expiration of TIF 1 beginning after tax year 2028, and the estimated recovered property taxes upon the expiration of TIF 2 after tax year 2044.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS:

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

1.1 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.

1.2 Redevelopment Project Area. The portion of the Village designated as a Redevelopment Project Area in attached Exhibit A.

1.3 Plan and Project. The redevelopment plan and redevelopment project defined as the "Plan" and the "Project" in such ordinances relating to the TIF 2 as may be adopted by the Village.

1.4 Incremental Revenues. The amount of real estate tax revenues which would be required to be deposited into the Village's TIF 2 special tax allocation fund pursuant to Section 11-74.4-8(b) of the Act and in consequence of the Village's designation of the Redevelopment Project Area and adoption of the Plan and Project for TIF 2.

1.5 Collection Year. The year in which incremental revenues are actually collected by the DuPage County Collector and distributed to the Village, although actually levied in the preceding year.

School Districts language:

1.5 Collection Year. The Village fiscal year in which incremental revenues are actually collected by the DuPage County Collector and distributed to the Village, regardless of the year when such incremental revenues were actually levied in the preceding year.

1.6 Project Costs. All reasonable and necessary costs as set forth in the budget contained within the Redevelopment Plan for TIF 2.

1.7 Obligations. Notes, Bonds, Debt Certificates or other obligations as may be utilized to finance improvements in the TIF 2 Redevelopment Project Area.

1.8 Surplus Funds. For purposes of this agreement shall mean:

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Any Incremental Revenues received in each calendar collection year as follows:

1. 100% of any Incremental Revenues in a calendar collection year from those projects described in the Development Agreement (defined in paragraph 1.10 below), after:

a. Any amounts paid from the TIF funds in that calendar collection year for construction of the proposed public plaza, development incentives contained in the Redevelopment Plan (such as but not limited to tenant incentives) and other public improvements, and

b. Any construction costs and actual debt service cost for the police station/village hall paid in that calendar collection year.

There shall be a total cap on the amount of Incremental Revenues spent by the Village over the term of the TIF as follows:

1) Not to exceed \$2,000,000 for economic incentives for projects not described in the Development Agreement; provided, however, such maximum amount may be increased to the extent that prior written consent is authorized by the governing bodies of a majority of the parties to this Agreement;

1)2) Not to exceed \$11,000,000 for construction costs of the police station/village hall;

2)3) Estimated \$3,000,000 for financing costs (interest and sale costs) for the construction of the police station/village hall [currently estimated at approximately \$3,000,000, subject to the then current interest rate at the time of financing]

3)4) Not to exceed \$1,000,000 for the proposed public plaza, and

4)5) Not to exceed \$1,000,000 for other public infrastructure improvements.

Without in any way affecting the limits in spending detailed above, in the event the Village exceeds \$16,000,000 in spending of the Increment Revenues for projects described in the Development Agreement, the Village will make all reasonable efforts to declare a surplus for those additional spending amounts.

2. 10% of any Incremental Revenues in a calendar collection year from all other projects not described in the Development Agreement relating to the territory within TIF 2 now comprising those parcels shown in Exhibit B, regardless of how those parcels might hereafter be renumbered.

3. Any other additional amounts declared surplus at the sole discretion of the Village pursuant to the TIF Act. In the event the Village exceeds \$16,000,000 in spending of the Incremental Revenues for projects described in the Development Agreement, the Village will make all reasonable efforts to declare a surplus for those additional spending amounts.

1.9 Taxing Districts. Any unit of local government or body politic with the power to levy taxes within TIF 2, including, but not limited to, the parties.

1.10 Development Agreement. The Development Agreement Between the Village of Winfield and Central DuPage Hospital Association, effective October 1, 2020, pursuant to Village of Winfield Resolution No. 2000-14.

2. PROJECT COSTS. Except as provided herein, the total of the Project Costs to be financed by Obligations and/or Incremental Revenues shall not exceed those specified in the TIF 2 Plan except for such additional amounts which may be incurred pursuant to law without an amendment to the Plan or, where an amendment has been made, only where the Village has followed all legally required procedures for such an amendment.

3. NO OPPOSITION TO TIF CREATION

3.1 In reliance upon information provided them by the Village, and in consideration of the mutual promises contained herein, each party hereto shall refrain from initiating, joining, or financially supporting any effort to defeat or challenge the creation of TIF 2 or the Village's actions to create TIF 2. Further, each waiving the right to challenge, or to cooperate with any other taxing district to challenge, the Village's actions to create the TIF 2.

4. EXPENDITURE AND DISBURSEMENT OF INCREMENTAL REVENUES

4.1 Educational and Library Costs. The Village shall make from the TIF 2 Fund on an annual basis all such payments to District 34 and District 94 for the increased educational operational costs of students as required by the TIF Act. The Village shall also make from the TIF Fund such payments to any public library district as required by 65 ILCS 5/11-74.4-3(q)(7.7).

4.2 Distribution of Remainder. To the extent that there are Surplus Funds in any collection year beyond the amounts expended for educational and library costs as described in Section 4.1 above, the Village thereafter shall annually pay Surplus Funds to the County Treasurer for distribution to all Taxing Districts as a surplus payment in accordance with Section 11-74.4-4 of the Act. No later than 180 days after the end of each collection year during the term of this Agreement, the Village shall determine the amount of Surplus Funds are to be paid to the County Treasurer for that collection year and report that amount, along with a detailed explanation of how the amount was determined, to each of the other parties. Then the Village shall make the surplus payment required by this section no later than 210 days after the end of that collection year.

4.3 Referendum Tax Revenues. To the extent permitted by law, if any of the Taxing Bodies that are parties to this Agreement successfully pass a referendum for the construction of capital improvements during the term of TIF 2, the Village shall annually refund to that particular Taxing Body the portion of the tax revenues collected by the Village for parcels within TIF 2 attributable to the voter-approved referendum, subject to the provisions of Section 1.8 above.

4.4 Tax Appeals. The Village and the Taxing Districts shall communicate with each other regarding the defense of any assessment appeal from a property located within the boundaries of TIF 2 so as to preserve incremental EAV for the operation of TIF 2 and the payment of surplus amounts as provided for herein.

5. LIENS ON INCREMENT.

Notwithstanding any other provision of the Agreement, there shall be a first lien on incremental revenues received by the Village on any amounts pledged for the financing of public improvements related to streets, lighting, streetscape improvements, Village Hall and police station, Village TIF 2 administration, and any required payments to the School Districts under the TIF Act or related purposes. Payments to the taxing bodies as provided in this Agreement shall be a second lien on incremental revenues received by the Village.

6. AMENDMENT

6.1 The Village shall neither seek the authority to extend, and nor actually extend, the duration of TIF 2 without first obtaining the written consent of all other parties to this Agreement. This includes any “de-TIF/re-TIF” actions.

6.2 The Village will not otherwise amend the TIF 2 Plan except after without providing notice of and holding a public hearing as required by Section 11-14.4-5 of the TIF Act, or without first obtaining the written consent of all other parties to this Agreement.

6.3 The Village shall not add to TIF 2, either in the initial creation or by way of amendment, any territory not within the TIF 2 Redevelopment Project Area as defined herein.

6.4 The Village will not de-TIF and re-TIF any of the parcels that remain in TIF 1 after the initial de-TIF/re-TIF to create TIF 2 for the remainder of TIF 1. The parcel identification numbers of those parcels are attached hereto as Exhibit C.

7. ADDITIONAL VILLAGE OBLIGATIONS

7.1 Non-Portability. Incremental revenues received from TIF 2 shall be neither transferred nor loaned to any other tax increment financing district or to any other Village fund.

7.2 Maintenance of Developer Donation Ordinances. The Taxing Body during the term of TIF 2 the Village shall neither repeal, nor modify to decrease benefits to the affected Taxing Body, nor fail to enforce its current ordinances and resolution with respect to mandatory developer donations (including without limitation Village Code Sections 11-6-1 through 11-6-11) to school districts and park districts for land acquisition, capital, or school facility costs except if said ordinance and/ or resolution no longer conform to state law. The parties further understand and agree that the Village may, in its discretion, delay the time for developer payments until the issuance of occupancy permits.

Subject to the Winfield Park District becoming a party to the Agreement, all Fees/Cash Contributions in Lieu of Land Donations for Park and Recreational purposes collected by the Village from any developments in TIF1 and TIF2 (past and future) shall be transferred to the Winfield Park District in the full amount of the actual Fees/Cash received by the Village. The Village agrees to only accept Fees/Cash in Lieu of Land donations for any developments in TIF1 and TIF2 (past and future) for the duration of both TIF areas. The Village agrees to make payment of the previously collected fees to the Winfield Park District upon signing this agreement, and within 60 days of collection of the fees for future development, thereafter. The

Winfield Park District agrees to use the Fees/Cash for the residents of the TIF1 and/or TIF2 developments for their immediate and future park and recreational needs in accordance with Village Code of Ordinances.

7.3 Enhanced Annual JRB Meeting and Advanced Reporting. The Village agrees that a representative of the Village will meet with representatives of the Taxing Districts at least once a year during the annual Joint Review Board meeting to inform the Taxing Districts of development that is planned or is occurring within the TIF 2 Project Area, how the tax incremental revenues have been spent in the preceding year, the number of jobs created by the Plan, the equalized assessed value (EAV) created by the Plan, and the overall status of the Project Area and the Village's progress toward achieving its goals as set forth in the Plan. The obligations set forth in this paragraph shall be in addition to any reporting made by the Village at the annual Joint Review Board meeting and in any reports it files with the State of Illinois Comptroller. Whether at an annual JRB or otherwise, the Village shall use its best efforts to provide the parties and all affected taxing bodies with information about future planning regarding all TIFs, including but not limited to the following: amendments to existing TIFs, creation of new TIFs, early termination of any TIF, development agreements regarding any TIF, and municipal and public projects to be financed through any TIF. Such reporting shall be in advance of any notices otherwise required by law and at such time as permits the affected parties and taxing bodies to make meaningful fiscal projections in response to the information provided. The parties understand that such reports would not necessarily reflect final decisions or actions.

8. MISCELLANEOUS PROVISIONS

8.1 Authority. Each party warrants to the others that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the others that execution, delivery and performance of this Agreement do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

8.2 Term. Except for the Village's obligations under Section 7.2; the parties' obligations under this Agreement shall cease upon the termination and final disposition of revenues of TIF 2.

8.3 Binding Effect. This Agreement shall be binding on the parties and their respective successors. It may not be assigned.

8.4 Further Acts. Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the true intent and meaning of this Agreement.

8.5 Change in Law. If the TIF Act or the laws governing the assessment of real property, the establishment of real property tax rates, or the collection of real estate tax revenues, or the practice of officials charged with execution of those law, should be amended or changed so as to affect substantially the rights or benefits of either party to this Agreement, the parties shall, upon notice by the party complaining of the amendment or change, use their best efforts to resolve the problems created by that amendment or change.

8.6 Order of Court. Notwithstanding anything in this Agreement to the contrary, in the event the Village is specifically prevented in the future by Court Order, state statute or any act of another jurisdiction having authority over the Village from complying with any terms, conditions or requirements of this Agreement, including the obligation to make payments hereunder, the Taxing Districts agree and acknowledge that the Village shall then have no further obligation with respect to such term, condition or requirement. In the event that a court of competent jurisdiction shall render a final order requiring the return of any payments or portions thereof made under this Agreement to the Village's special tax allocation funds, the parties hereby agree that each Taxing District will be responsible for the repayment otherwise applicable to it.

8.6 Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

8.7 Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.

8.8 Notices. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the Village:
Village Manager
27W465 Jewell Road
Winfield, IL 60910

If to District 34:

If to District 94:

If to Park District:

If to Fire District:

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

8.10 Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.

8.11 Severability. If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this agreement which can be given effect without the invalid provisions and to this end the provisions of the Agreement are to be deemed severable.

8.12 Fire District Input at Planning and Zoning Commission, Communication. The Fire District shall be allowed to have a representative present at the Village Planning and Zoning Commission and provide any input for any zoning request on the agenda in the same manner as Village staff provides input. The Village President will provide information and updates to the President of the Fire District on potential developments.

8.13 Each of the parties retains the right to bring an action to enforce this agreement and to procure its legal remedies regarding the subject of this Agreement except as expressly waived herein.

8.14 Term. This Agreement takes effect upon the signature of all parties hereto and remain in effect until the termination of TIF 2, including the “wind-down” and distribution of any remaining surplus funds at the end of the TIF.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

BOARD OF EDUCATION

BOARD OF EDUCATION

By: _____
President

By: _____
President

ATTEST: _____
Secretary

ATTEST: _____
Secretary

Date: _____, 2021

Date: _____, 2021

VILLAGE OF WINFIELD

Winfield Park District

By: _____
Village President

By: _____
Title: _____

ATTEST:

Village Clerk

Date: _____, 2021.

Winfield Fire Protection District

Date: _____, 2021.

By: _____
Title: _____

Date: _____, 2021.

EXHIBIT A – PROJECT AREA LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 12 AND THAT PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER AT THE SOUTHEAST CORNER OF THE HIGH LAKE CONDOMINIUM, 13TH. AMENDMENT, AS SHOWN ON A PLAT RECORDED NOVEMBER 21, 1984, AS DOCUMENT NO. R84-94381 FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID PLAT AND ALONG THE EASTERLY LINE OF THE HIGH LAKE CONDOMINIUM, UNIT TWO AS SHOWN ON A PLAT RECORDED NOVEMBER 10, 1989, AS DOCUMENT NO. R89-142387 TO A POINT ON THE EAST LINE OF LAND CONDEMNED BY THE FOREST PRESERVE DISTRICT OF DU PAGE COUNTY, BY CASE NO. C71-1176; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, AND PARALLEL WITH LOT 3 A DISTANCE OF 297.21 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, AND PARALLEL WITH LOT 3 AND ALONG THE SOUTH LINE OF LOT 5 A DISTANCE OF 440.51 FEET TO THE TO THE EASTERLY RIGHT OF WAY LINE OF WINFIELD ROAD EXTENDED; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT OF WAY TO THE NORTH LINE OF SAID SECTION 13; THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE CENTER LINE OF JEWELL ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE, TO THE EASTERLY LOT LINE EXTENDED OF LOT 2 OF BERKES' WINFIELD SUBDIVISION, AS SHOWN ON THE PLAT RECORDED MAY 9, 1917 AS DOCUMENT NO. 129358, A DISTANCE OF 35.90 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO & NORTHWESTERN RAILWAY); THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY, TO A POINT ON THE NORTHERLY LINE OF SAID RAILROAD THAT IS AN ARC DISTANCE OF 45.00 FEET EAST OF THE SOUTHEAST CORNER OF CHURCH STREET AND SAID NORTHERLY LINE OF THE SAID RAILROAD; THENCE SOUTHWESTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 14 FEET MORE OR LESS, TO A LINE PARALLEL WITH AND DISTANT 25 FEET NORTHEASTERLY, MEASURED RADIALLY, FROM THE CENTER LINE OF THE MOST NORTHERLY MAIN TRACK OF SAID RAILROAD; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 40 FEET, MORE OR LESS, TO THE EAST LINE OF CHURCH STREET EXTENDED: THENCE NORTHERLY ALONG SAID EAST LINE OF CHURCH STREET A DISTANCE OF 15 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID RAILROAD AND THE SOUTHEAST CORNER OF CHURCH STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY OF SAID RAILROAD TO THE WESTERLY RIGHT OF WAY OF WINFIELD ROAD AND THE SOUTHEAST CORNER LOT 1 OF WINFIELD TOWN CENTER PLAT OF CONSOLIDATION, AS SHOWN ON THE PLAT RECORDED APRIL 7, 2006 AS DOCUMENT NO. R2006-064010; THENCE NORTH ALONG THE WESTERLY RIGHT OF WAY LINE OF WINFIELD ROAD TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE SOUTH LINE OF HIGH LAKE ROAD; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY OF HIGH LAKE ROAD TO THE A POINT OF INTERSECTION WITH NORTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO & NORTHWESTERN RAILWAY); THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT OF INTERSECTING WITH NORTH LINE OF SECTION 13: THENCE EASTERLY, TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID POINT BEING AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID HIGH LAKE CONDOMINIUM,

13TH. AMENDMENT THAT IS 87.47 FEET WESTERLY OF THE POINT OF BEGINNING;
THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 87.47 FEET TO THE POINT OF
BEGINNING, ALL IN WINFIELD TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

EXHIBIT B - PAREL PINS TIF 2 PARCELS NOT SUBJECT TO DEVELOPMENT AGREEMENT

04-13-102-006 (Winfield Fire Protection District Station)
04-13-102-008 (Winfield Fire Protection District Parking Lot)
04-12-302-006 (Chase Bank Building)
04-13-102-005 (Chase lot being purchased by Village for Riverwalk)
04-13-103-001 (CDH property, north of Highlake Road)
04-13-103-002 (CDH property, north of Highlake Road)
04-13-103-003 (CDH property, north of Highlake Road)
04-13-103-004 (CDH property, north of Highlake Road)
04-13-103-005 (CDH property, north of Highlake Road)
04-13-103-008 (CDH property, north of Highlake Road)
04-13-200-001 (CDH property, north of Highlake Road)
04-13-200-013 (CDH property, north of Highlake Road)
04-13-200-014 (CDH property, north of Highlake Road)
04-13-200-015 (CDH property, north of Highlake Road)
04-13-106-001 (Triangle Block)
04-13-106-002 (Triangle Block)
04-13-106-004 (Triangle Block)
04-13-106-007 (Triangle Block)
04-13-106-008 (Triangle Block)
04-13-200-003 (Triangle Block)
04-13-200-011 (Triangle Block)
04-13-200-012 (Triangle Block)
04-13-108-003 (Commuter Parking)
04-13-108-006 (Commuter Parking)
04-13-108-008 (Commuter Parking)
04-13-201-001 (Commuter Parking)
04-13-201-057 (Commuter Parking)
04-13-201-058 (Red House)
04-13-201-004 (Snyder Bldg. and Parking)
04-13-201-013 (Snyder Bldg. and Parking)
04-13-201-014 (Snyder Bldg. and Parking)

**EXHIBIT C - PARCEL PINS FOR TIF 1 PARCELS REMAINING IN TIF 1 UNTIL TIF 1
TERMINATION**

- 04-13-104-012 (Winfield Town Center 1)
- 04-13-505-001 (Union Pacific)
- 04-13-109-026 (Winfield Station)
- 04-13-109-027 (Winfield Station)