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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2019- O - 22**

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**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL TAX INCREMENT FINANCING AGREEMENT  
BETWEEN THE VILLAGE OF WILLOW SPRINGS AND WILLOW SPRINGS  
SCHOOL DISTRICT NO. 108**

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**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
ERNIE MOON  
MELISSA N. NEDDERMEYER  
FRED POSCH**

**TRUSTEES**

**VILLAGE OF WILLOW SPRINGS**

**ORDINANCE 2019-O-22**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL TAX INCREMENT FINANCING AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND WILLOW SPRINGS SCHOOL DISTRICT NO. 108**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**SECTION 1:** The "Intergovernmental Tax Increment Financing Agreement Between the Village of Willow Springs and Willow Springs School District No. 108", in substantially the form attached hereto, is approved for and on behalf of the Village of Willow Springs. The Mayor and the Village Clerk are hereby authorized to execute the same.

**SECTION 2:** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict herewith.

**SECTION 3:** This Ordinance shall be immediately in full force and effect after passage and approval.

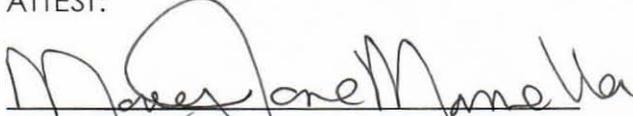
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**Ordinance 2019-O-22, approved and adopted** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this **11<sup>th</sup> day of July 2019**, pursuant to a roll call vote, as follows:

	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer	✓		✓		
Trustee Posch	✓		✓		
Trustee Moon	✓		✓		
President Carpino	✓				
<b>TOTAL</b>	<b>7</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>

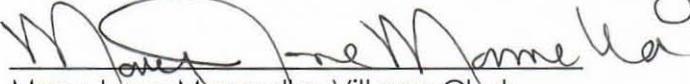
  
 John M. Carpino, Village President

ATTEST:

  
 Mary Jane Mannella, Village Clerk



Published in pamphlet form by order of the Village Board this 11<sup>th</sup> day of July, 2019.

  
 Mary Jane Mannella, Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CERTIFICATION**

I, Mary Jane Mannella, DO HEREBY CERTIFY that I am the duly qualified and appointed Village Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE NO. 2019-O-22, "AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL TAX INCREMENT FINANCING AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND WILLOW SPRINGS SCHOOL DISTRICT NO. 108"** adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on **July 11, 2019**.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois on **July 11, 2019**.



  
\_\_\_\_\_  
Mary Jane Mannella, Village Clerk  
Village of Willow Springs, Cook County, Illinois

**INTERGOVERNMENTAL TAX INCREMENT FINANCING  
AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS  
AND WILLOW SPRINGS SCHOOL DISTRICT NO. 108**

THIS AGREEMENT is made as of the 1<sup>st</sup> day of August, 2019, between the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter referred to as the "Village") and the BOARD OF EDUCATION OF WILLOW SPRINGS SCHOOL DISTRICT NO. 108, Cook County, Illinois (the "School District"), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution, the statutes of the State of Illinois, and the Village's powers under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (referred to hereafter as the "TIF Act").

WHEREAS, the Village has initiated within the School District's boundaries one or more redevelopment projects under the TIF Act and in connection therewith has adopted the TIF District No. 2 Redevelopment Project Area Redevelopment Project and Plan (hereinafter referred to as the "Plan"), has designated a redevelopment project area (the "Project Area") on land depicted on Exhibit "A" attached hereto, and also has adopted Tax Increment Financing for said Project Area by ordinances duly passed by the Mayor and Board of Trustees of the Village on July 11, 2019; and

WHEREAS, the Village and School District wish to resolve any differences over the Plan and through this Intergovernmental Cooperation Agreement (the "Agreement") mutually provide for the best interests of their constituents; and

WHEREAS, the Village will commit to making certain payments to the School District pursuant to the terms of this Agreement if the School District will commit to the waiver of any claims or objections relating to the Village, the designation of the Project Area, the Plan, the adoption of Tax Increment Financing for the Project Area, and any redevelopment agreements to be entered into with any developer.

NOW, THEREFORE, in consideration of the mutual promises of the Village and the School District, the parties agree as follows:

1. The School District hereby waives all objections to the Plan, Project Area and Tax Increment Financing for the Project Area approved by the Village on July 11, 2019, and agrees not to initiate or participate in any challenge to the designation of the Project Area, the adoption of the Plan

for the Project Area, the approval of Tax Increment Financing for the Project Area by the Village on July 11, 2019.

2. In any calendar year when there are any real property tax increment revenues (the "Incremental Taxes") paid from Cook County into the Special Tax Allocation Fund for TIF District No. 2, the Village agrees to make payments by December 1 of that calendar year to the School District from the general corporate fund of the Village of an amount equal to 40% of those Incremental Taxes, subject to the credits and under the conditions provided herein. If no such Incremental Taxes exist in any calendar year, the Village shall in no way be obligated to pay any amount of funds to the School District in that year. If, for any reason the Village fails to adopt Tax Increment Financing for the Project Area, the Village shall in no way be obligated to pay any amount of funds to the School District.

3. In the event that residential units are built within the Project Area in which reside students who enroll in the School District or in Consolidated High School District No. 230, the Village shall make annual tuition reimbursement payments to them as required by the TIF Act. The amount of such payments shall be a credit in favor of the Village for any amount owed under Paragraph 2 herein. The parties shall comply with the tuition reimbursement terms and conditions in Exhibit A attached hereto and made a part hereof.

4. The Village agrees that it will terminate Tax Increment Financing for the Project Area on December 31, 2033 such that 2032 shall be the last tax year for Tax Increment Financing.

5. The Village agrees that it will not amend or extend the boundaries of the TIF District to include any additional land other than the land indicated as the Project Area in the original ordinances of the Village approved July 11, 2019 or extend the terms of Tax Increment Financing for the Project Area beyond tax year 2032 without a specific written amendment to this Agreement.

6. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority as a defense in any action brought by the other or any third party regarding this Agreement. Approval of this Agreement shall be by ordinance passed by the Village and by motion adopted by the School District.

7. Payments made under this Agreement shall be final and non-refundable.

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

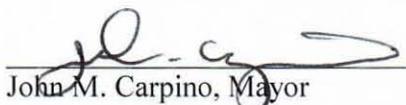
9. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

10. This Agreement expresses the complete and final understanding of the parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials as of the date of the Agreement herein set forth.

**VILLAGE OF WILLOW SPRINGS,**  
an Illinois municipal corporation

**BOARD OF EDUCATION OF WILLOW  
SPRINGS SCHOOL DISTRICT NO. 108,**  
Cook County, Illinois

  
\_\_\_\_\_  
John M. Carpino, Mayor

  
\_\_\_\_\_  
Mary Ellen Weeg, President

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Mary Jane Mannella, Village Clerk

  
\_\_\_\_\_  
Lauren McSweeney, Secretary



## EXHIBIT A

Capitalized terms in this Exhibit A are the same as those in the “Intergovernmental Tax Increment Financing Agreement Between The Village Of Willow Springs And Willow Springs School District No. 108” (“Agreement”) to which this Exhibit A is attached. Subject to the limitations of the TIF Act and the Agreement, in the event residential units are built within the Project Area in which there reside students who enroll in the School District, and if the Village is required to pay the School District’s increased costs attributable to those students under the TIF Act, the Village shall make payments to the School District in an amount determined by multiplying the number of resident students times the net per student tuition costs, where those terms are defined and determined as follows:

1. On October 1 of each year after the Village’s adoption of the Plan for the Project Area, the School District shall, from review of its enrollment records, determine the number of students enrolled in the School District for the current school year who reside in housing units within the Project Area.
2. The School District shall determine its most recently available per capita tuition costs as described in Section 10-20.12a of the Illinois School Code, 105 ILCS 5/10-20.12a, as amended, and subtract therefrom the average general state aid received per pupil for that year to yield a net per student annual tuition cost.
3. The amount due from the Village to the School District for School District’s increased costs attributable to new students under the TIF Act shall be the product of the number of students determined in # 1 multiplied by the net per student annual tuition cost in # 2, subject to the limitations in the TIF Act. The total amount shall be transmitted by the School District to the Village by the later of November 1 of each year or 60 days after the due date for payment of the second installment real estate tax bills. The School District shall provide the Village with written documentation of the items listed in #s 1 and 2 above for the Village’s review.
4. To the extent of any conflict between any term of this Exhibit A and the Agreement, the term of the Agreement shall control in each instance.