

Special Meeting

Monday, April 13, 2015 7:30 PM

Unit #10 Administrative Annex, 123 W. Clay, Collinsville, IL 62234

1. **Call to Order - President Peccola**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Public Forum**

5. **New Business**

5.1. Approval to Solicit Bids on Fencing for
Collinsville High School

FGM Architects

ESTIMATED CONSTRUCTION COST

\$80,728

UPDATED March 30, 2015

OWNER: COLLINSVILLE SCHOOL DIST
 PROJECT: High School Security Entrance
 LOCATION: Collinsville, IL

FGM P.N.
 15-1976.01

BID DATE: N/A
 ESTIMATOR: AAH
 SQFT :

BID ITEM	ITEM DESCRIPTION	QUANTITY	COST	TOTAL	
1	SECURITY FENCE WITH MASONRY PIERS				
	OPTION #2 and #3 FOUR BRICK PIERS				
2					
3	Fencing between Piers (color Black)	1		17,500.00	
4	12 foot swing gate (1 or 2)				incl
4	4 foot single gate with panic hardware				incl
5	Installation	1	8,400.00	8,400.00	
6					
7	Brick Columns 9'4" High per VLF	4	3,300.00	13,200.00	
8	Pier Footings 5x6x3' deep or Piers and Caps	4	2,400.00	9,600.00	
9					
10	Excavation of existing sidewalks 30 LF sawcut	4	550.00	2,200.00	
11	Replace Concrete 36 sf x 4 = 144 sf	144	6.00	864.00	
12	cutting at joints where possible				
13					
14	Contractor Bond / Insurance / OH 10%			3,426.40	
14					
15					
	SUB-TOTAL CONTRACTS		\$14,656.00	\$55,190.40	
16					
17					
18					
19	A/E FEE DESIGN - BIDDING			6,000.00	
20	A/E SITE OBSERV / CONSTR ADMIN			2,000.00	Hourly
21					
	SUBTOTALS		14,656.00	63,190.40	
22	PRE STRUCTURAL DESIGN CONTINGENCY 10%			5,519.04	
23	CONTINGENCY 10%			5,519.04	
24					
25	OWNER PROVIDED COSTS				
26	ADVERTISEMENT FOR BIDS (Estimate)			800.00	
27	DOCUMENT PRINTING			1,200.00	
28	SOIL TESTING			2,000.00	
29	TOPO SURVEY			2,500.00	
30					
	*** SUBTOTALS ***		14,656.00	80,728.48	
	REMAINING BALANCE			0.00	

NOTE THIS IS A PRELIMINARY BUDGET



5.2. Approval of Intergovernmental Agreement with
Village of Maryville Regarding TIF District

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

VILLAGE OF MARYVILLE AND COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT # 10

This Intergovernmental Agreement is made, executed and delivered on this _____ day of _____, 2015, by and between the VILLAGE OF MARYVILLE, ILLINOIS (hereinafter referred to as the "Village"), and COLLINSVILLE COMMUNITY UNIT SCHOOL DISTRICT # 10 (hereinafter referred to as the "School District"), pursuant to the authority granted by 5 ILCS 220/5.

WHEREAS, the Tax Increment Allocation Redevelopment Act of Illinois, as amended, (65 ILCS 5/11-74.4-1 through 5/11-74.4-11) (the "Act") authorizes municipalities to designate a Redevelopment Project Area and to adopt a Redevelopment Plan and Project for the purpose of financing Redevelopment Project Costs, in order to reduce or eliminate those conditions, the existence of which qualify the Redevelopment Project Area as a Blighted Area, Conservation Area, combination of Blighted and Conservation Areas, or an Industrial Park Conservation Area, as defined in the Act (all capitalized terms used in this paragraph shall have the definitions as set forth in the Act); and

WHEREAS, the Village adopted a Redevelopment Plan and Project (the "Plan") pursuant to the provisions of the Act, and designated a Redevelopment Project Area known as the "Maryville TIF Redevelopment Plan and Project Area" (hereinafter referred to as the "TIF Area"), as described in the Plan; and

WHEREAS, a portion of the School District's territory is located within the boundaries of the TIF Area (hereinafter referred to as the "School TIF Area"); and

WHEREAS, the Plan will facilitate growth in the School TIF Area that will place an additional and unanticipated need for growth and improvement on the School District; and

WHEREAS, the continued provision of quality education by the School District is important to the Village and the public welfare of its citizens and is critical in furthering economic development in the Village and the objectives of the Plan; and

WHEREAS, the School District has agreed to refrain from prosecuting any legal action, based upon the Village's agreement to pledge and pay to the School District certain sums for the School District's increase in capital costs and costs resulting from the Redevelopment Plan and Project; and

WHEREAS, pursuant to Section 11-74.4-4 of the Act, the Village is authorized to enter into all contracts necessary or incidental to the implementation and furtherance of its Redevelopment Plan and Project, and to incur "Redevelopment Project Costs" as that term is defined in Section 11-74.4-3(q) of the Act; and

WHEREAS, "Redevelopment Project Costs", as defined in Section 11-74.4-3(q) (7) of the Act, include all or a portion of a taxing district's capital costs resulting from the Redevelopment Plan and Project, necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, this Agreement has been submitted to the Village for consideration and review, and the Village has given all notices and taken all actions required prior to its approval and execution of this Agreement, to make this Agreement effective.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, the Village and the School District hereby mutually promise, covenant and agree as follows:

Section 1. Recitals. All of the above and foregoing recitals are hereby incorporated in and made a part of this Agreement.

Section 2. Definitions. The following words and phrases as used in this Agreement shall have the following definitions:

a. School TIF Area Incremental Property Tax Revenues shall mean that portion of taxes levied upon all taxable real property in the School TIF Area which is attributable to the increase in the current equalized assessed valuation of all taxable real property in the School TIF Area over and above the Initial Equalized Assessed Value of such property in the School TIF Area, and which portion of taxes shall be deposited into the Village's Special Allocation Fund of the TIF Area for the purpose of paying Redevelopment Project Costs.

b. School TIF Area Initial Equalized Assessed Value shall mean the total equalized assessed value of all taxable real estate that is within the boundaries of the School TIF Area for the levy year 2013, as certified by the Office of the Clerk of Madison County.

c. Special Allocation Fund shall mean the separate Village account into which all incremental property tax revenues from the TIF Area are from time to time deposited.

Section 3. Pledge and Payment of School TIF Area Incremental Property Tax Revenues. For each tax year during the term of this Agreement, the Village hereby pledges and agrees to pay to the School District from the Special Allocation Fund an amount which shall be equal to five percent (5%) of the annual School TIF Area Incremental Property Tax Revenues (hereinafter referred to as the "School District Amount") for the School District's increased capital costs and costs resulting from the Redevelopment Plan and Project. The aforesaid percentage shall hereinafter be referred to as the "School Percentage", and an example for the calculation of the School District Amount is set forth on Exhibit "A" attached hereto and incorporated herein by reference. The Village hereby specifically accepts and approves by this Agreement all of the School District's capital costs for real and personal

property, including but not limited to those capital costs of the School District as are itemized on Exhibit "B" attached hereto and incorporated herein by reference. The School District Amount shall be paid annually by the Village to the School District from the Special Allocation Fund in December of the year in which the taxes were collected. The Village agrees that during the term of this Agreement it shall not further encumber or pledge the School District Amount, or take any action inconsistent with the terms and intent of this Agreement. If at any time the TIF Area includes "tax-increment-financing assisted housing units", the Village will pay, as a part of the Redevelopment Costs, the School District's increased educational costs attributable to the net increase in new students enrolled who reside in assisted housing units located within the TIF Area, calculated per subsection q(7.5) of 65 ILCS 5/11-74.4-3.

Section 4. Establishment of and Deposits Into the Special Allocation Fund. The Village hereby agrees to cause its Village Clerk to create a separate account with an FDIC insured bank in Madison County, Illinois, to be known as the Special Allocation Fund. During the term of this Agreement, the Village shall deposit into the Special Allocation Fund all incremental property tax revenues resulting by reason of the TIF Area within ten (10) days after receipt thereof. Within one hundred twenty (180) days after the close of the Village's fiscal year, the Village shall prepare and deliver to the School District an audited written report of the amount of School TIF Area Incremental Property Tax Revenues deposited into the Special Allocation Fund during the fiscal year immediately preceding, and the disbursements therefrom.

Section 5. Defaults. In the event of any default in or breach of any term or condition of this Agreement by either party, or any successor or assignee, the defaulting or breaching party (or successor or assignee) shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of the notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting or breaching party. In any such proceedings, the party that is not in default or breach shall be entitled to recover from the defaulting or breaching party its reasonable attorneys' fees and costs.

Section 6. Village's Duty to Indemnify. The Village covenants and agrees to defend, indemnify and hold the School District and the School District's officers, board members, attorneys, agents, employees and representatives harmless from all costs and expenses (including expert witness and attorney's fees, and costs of investigations) of defending any claims or actions contesting the validity or legality of the Plan, Redevelopment Project, or Redevelopment Project Area.

Section 7. Covenant Not to Sue. The School District does hereby covenant to forever refrain and desist from instituting or asserting against the Village, its successors, elected officials, officers, employees, agents, representatives and attorneys, any and all legal actions, claims, demands, obligations or causes of action relating to, concerning or arising out

of any of the following: (a) the designation of the TIF Area; (b) the adoption and implementation of the Plan; and (c) the adoption and implementation of tax increment financing pursuant to the Act by means of designation of the TIF Area and adoption and implementation of the Plan; provided, however, that this provision shall not be binding on the School District, if:

- 1) The Village shall be in default under any term or condition of this Agreement and fails to cure same within the applicable cure period, in which case the School District may institute legal proceedings pursuant to Section 5 hereof;
- 2) This Agreement should be determined to be unlawful or unenforceable against the Village by the final order of a court of law having jurisdiction of the parties.

Section 8. Term. This Agreement shall be effective for property taxes levied during 2014 and collected in 2015. This Agreement shall remain in full force and effect until the termination or expiration of the TIF Area, or until such time as the School District has received all payments to which it is entitled pursuant to this Agreement, whichever is later, unless the Agreement is earlier terminated by mutual agreement of the parties, expressed in writing.

Section 9. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

Section 10. Miscellaneous Provisions.

a. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors. It may be assigned only with the written agreement of the parties.

b. Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Illinois for all purposes and intents.

c. Complete Agreement; Amendment. Each party to this Agreement agrees that it has not relied upon any statement or representation, written or oral, made by or on behalf of the other party which is not set forth in this Agreement. This Agreement contains all the agreements between the parties with regard to the matters herein stated, and all prior understandings and agreements between the parties are superseded by and hereby merged into this Agreement, which shall not be modified, waived or amended, in whole or in part, other than by an instrument in writing duly executed by all parties.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and same instrument.

e. Severability. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 11. Representations and Warranties of the Parties.

a. Village. The Village represents and warrants that it has full constitutional, statutory and lawful right, power and authority, under current applicable law, to execute and deliver, and perform the terms, duties and obligations of this Agreement, and all the foregoing have been duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

b. School District. The School District represents and warrants that it has full legal power to execute and deliver, and perform the terms, duties and obligations of this Agreement, and all the foregoing have been duly and validly authorized by all necessary School District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the School District, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Village and the School District have caused their respective corporate names to be subscribed hereto by their undersigned duly authorized officers, and attested, all on and as of the date first above written.



VILLAGE OF MARYVILLE, ILLINOIS,
an Illinois municipal corporation

By: Larry Gullidge
Larry Gullidge, Village President

ATTEST:

Jane O'Henry
Village Clerk

"VILLAGE"

COLLINSVILLE COMMUNITY UNIT SCHOOL DIST. #10

By: _____
President

ATTEST:

Secretary

"SCHOOL DISTRICT"

EXHIBIT A

Example for the Calculation of the School District Amount

Assumptions: **(numbers for illustration only)**

1.	Current Tax Year:	2014
2.	School TIF Area Initial Equalized Assessed Value: 2013	\$1,000,000
3.	School TIF Area Equalized Assessed Value for 2014 Tax Year:	\$2,000,000
4.	Incremental EAV	\$1,000,000
5.	Tax Rate for the 2014 Tax Year:	7.04
6.	Increment going to TIF:	\$70,400
7.	School Percentage	5%

The "School District Amount" for the 2013 Tax Year would be calculated as follows:

School TIF Area Incremental Property Tax Revenues (\$1,000,000 x .0829631)	\$	70,400
Times the School Percentage	x	<u>.05</u>
School District Amount for the 2013 Tax Year	\$	3,520

EXHIBIT B

Examples of Annual District # 10 Capital Costs

District # 10 Capital Costs include, but are not limited to, the following:

- Capital Costs
- Rehabilitation of School Grounds and Building
- Site Preparation
- Land Acquisition
- Interest Costs
- Financing Costs
- Training
- Vocational Education

5.3. Discussion of Proposed Student School Board Member

6. Closed Session

7. Personnel

7.1. Non-Certified Employee Resignation

7.2. Non-Certified Employee Resignation

7.3. Title I Tutor Recommendation for Employment

7.4. Certified Employee Resignation

7.5. Non-Certified Employee Resignations

7.6. Recommendation for Appointment of Behind-The-Wheels Driver Education Teacher at Collinsville High School

7.7. Dismissal of At-Will Employee

7.8. Certified Employee Recommendation for Employment

7.9. Addendum to Employment Contract

8. Student Discipline

8.1. Student Discipline - Expulsion

8.2. Student Discipline - Expulsion

9. Adjourn