

**FIRST ADDENDUM TO
MEDINA PLAINS-ALLEN RD BUSINESS PARK TIF DISTRICT
INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF PEORIA, PEORIA COUNTY, ILLINOIS
and
THE BOARD OF EDUCATION OF
DUNLAP COMMUNITY UNIT SCHOOL DISTRICT No. 323**

This First Addendum to Intergovernmental Agreement ("First Addendum") is entered into as of the 21st day of June, 2023 by and between the City of Peoria, an Illinois home rule municipal corporation ("City"), and the Board of Education of Dunlap Community Unit School District No. 323, an Illinois School District ("Board" or "School District"), pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes and amends the Medina Plains-Allen Road Business Park TIF District Intergovernmental Agreement entered into by the parties dated January 24, 2023.

PREAMBLE

WHEREAS, the City is an Illinois home rule municipal corporation organized under the Constitution and Statutes of Illinois; and

WHEREAS, the School District is an Illinois School District organized under the Illinois School Code; and

WHEREAS, the City and the School District (collectively referred to herein as the "Parties") entered into an Intergovernmental Agreement pertaining to the Medina Plains-Allen Road Business Park TIF District on January 24, 2023, for the sharing of certain TIF revenues (the "Intergovernmental Agreement"); and

WHEREAS, the Intergovernmental Agreement contemplates that fifteen percent (15%) of the TIF Increment generated from the Anchor Development Parcels shall be paid to the School District each year; and

WHEREAS, the Intergovernmental Agreement identified two specific parcels within the TIF District as the Anchor Development Parcels based on early discussions with the City; and

WHEREAS, the City has advised the School District that it would be desirable to amend the Intergovernmental Agreement to include more flexibility with regard to the size and location of the Anchor Development Parcels within the TIF District, and to make certain clarifying changes with respect to the Anchor Development Parcels;

AGREEMENT

NOW THEREFORE, in consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find and agree as follows:

1. Article A, Section 1.a. of the Intergovernmental Agreement is deleted in its entirety and replaced with the following:

- a. **Anchor Development Parcels.** Each year of the TIF District and continuing for the duration of the initial term of the TIF District (23 years), for one or more contiguous parcels within the TIF District not exceeding a total of one hundred (100) acres (the “Anchor Development Parcels”) that is the subject of a Redevelopment Agreement between a developer that operates an existing manufacturing facility within the City of Peoria as of the date of the establishment of the TIF district and/or its affiliated entities (collectively the “Anchor Developer”) and the City (the “Redevelopment Agreement”) that is entered into or before February 15, 2025, **Fifteen Percent (15%)** of the Tax Increment generated by such Anchor Development Parcels.

This Section A.1.a shall apply to a maximum of one development project (the “Project”) within the TIF District and the sharing of TIF revenues with the School District based on tax revenue generated by other parcels within the TIF District shall be determined by Sections A.1.b – A.1.d below. The Project as described in the Redevelopment Agreement may be developed in phases together with future expansions of such Project so long as the expansions are part of the same business operation / enterprise (collectively, the “Anchor Development”). If and to the extent part(s) of the Anchor Development Parcels are subsequently developed with buildings and related improvements that are utilized for activities that do not constitute part of the Project (collectively, “Excluded Development”), the part(s) of the Anchor Development Parcels so subsequently utilized for such Excluded Development shall thereupon be removed from the Anchor Development Parcels, with the result that the sharing of TIF Increment with the School District from such removed part(s) of the Anchor Development Parcels shall thereupon be determined in accordance with Article A. Section 1.b. – 1.d. below.

For purposes of this Article A, Section 1.a., “affiliated entities” of a developer means (i) entities that directly or indirectly control the developer; or (ii) entities that are directly or indirectly controlled by the developer; or (iii) entities that are directly or indirectly under common control along with the developer.

Within a reasonable time after the Anchor Development Parcels are designated pursuant to the Redevelopment Agreement, the City shall provide written notice

of such designated Anchor Development Parcels (including a legal description) to the School District.

2. Article A, Section 1.d. of the Intergovernmental Agreement is deleted in its entirety and replaced with the following:

d. **Reimbursement of School District Capital Costs in the Event Capital Investment within the Anchor Development Parcels not Sufficient.** In the event that "Capital Investment within the Anchor Development Parcels" does not exceed fifty million dollars (\$50,000,000) in the aggregate by January 1, 2028, for each year of the TIF District beginning with the 2028 tax year (payable in 2029) and continuing for the duration of the initial term of the TIF District, Twenty Five Percent (25%) of the TIF Increment generated from all parcels within the TIF District in lieu of the reimbursement provisions set forth in Article A, Sections 1.a. and 1.b. above.

For purposes of this Article A, Section 1.d., "Capital Investment within the Anchor Development Parcels" means the cost of all real and personal property assets located within the Anchor Development Parcel(s) having a useful life of more than one year. By way of illustration, such Capital Investment within the Anchor Development Parcel(s) includes, without limitation, the cost of land, buildings and other improvements located within the Anchor Development Parcels (including all architectural, engineering, construction and other costs relating thereto), and the cost of furniture, fixtures, machinery and equipment of businesses located within the Anchor Development Parcel(s).

3. All other Sections of the Intergovernmental Agreement shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 21st day of June, 2023.

DUNLAP C.U.S.D. NO. 323,
an Illinois School District

By: A. Aepfheimer
President, Board of Education

Attest: T. Wagoner
Secretary

CITY OF PEORIA,
an Illinois Municipal Corporation

By: _____
Mayor

Attest: _____
City Clerk