County Board November 20, 2014

Handouts

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RESOLUTION NO. 9028

RESOLUTION APPROPRIATING \$1,775,000.00 FROM COUNTY MOTOR FUEL TAX FUNDS FOR THE CONSTRUCTION OF COUNTY HIGHWAY 1 AND ESTABLISHING A CLASS II DESIGNATED TRUCK ROUTE ON COUNTY HIGHWAY 1 SECTION #12-00432-00-RS

WHEREAS, The State of Illinois, by its General Assembly, has enacted the Illinois Vehicle Code; and

WHEREAS, 625 ILCS 5/1-126 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, The County of Champaign is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds;

NOW, THEREFORE, BE IT RESOLVED, That the portions of County Highways 1, beginning at the North City Limits of Champaign and extending to US Route 136 be designated as a Class II Truck Route; and

BE IT FURTHER RESOLVED, That the improvement of County Highway 1 shall consist of widening and resurfacing and shall be designated as Section #12-00432-00-RS; and

BE IT FURTHER RESOLVED, That the improvement shall be by contract.

BE IT FURTHER RESOLVED, That there is hereby appropriated the sum of One Million Seven Hundred Seventy-five Thousand Dollars (\$1,775,000.00) from the County's Motor Fuel Tax Funds for the construction of this project, and

BE IT FURTHER RESOLVED, That the County Clerk is hereby directed to transmit three (3) certified copies of this resolution to the Illinois Department of Transportation, District Engineer, in Paris, Illinois

PRESENTED, ADOPTED, APPROVED and RECORDED this 20th day of November A.D., 2014.

Alan Kurtz, Chair County Board of the County of Champaign, Illinois

ATTEST:

Gordy Hulten, County Clerk and Ex-Officio Clerk of the County Board

Prepared by: Jeff Blue County Engineer Resolution No.

I, Gordy Hulten, County in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Champaign County at its County Board Meeting held at Urbana, Illinois, on November 20, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Urbana in said County, this _____ day of _____ A.D. 2014.

(SEAL)

_____ County Clerk

APPROVED

Date

Department of Transportation

District Engineer

RESOLUTION NO. 9038

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION WARRANTS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH WARRANTS, AND RELATED MATTERS

WHEREAS, the County Board (the "Corporate Authorities") of The County of Champaign, Illinois (the "Issuer"), is a non-home rule unit under the provisions of Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, as supplemented and amended, including by the Counties Code, the Warrants and Jurors Certificates Act, the Registered Bond Act, the Bond Replacement Act, the Bond Authorization Act and the Local Government Debt Reform Act (collectively, the "Act"); and

WHEREAS, pursuant to a tax levy proceedings adopted or to be adopted November 20, 2014 (as supplemented, the "Tax Levy Proceedings"), to be filed, with supporting documents, in the Champaign County tax extension records, the Issuer levied taxes for the tax year 2014, to be extended, collected, billed and received in 2015 (to the extent not yet received by the Issuer, the "Taxes"); and

WHEREAS, it is imminent that there will be insufficient funds from time to time in the Issuer's general fund to pay general county operating expenses and liabilities; and

WHEREAS, pursuant to and in accordance with the Act and this resolution, the Issuer is authorized to issue its Tax Anticipation Warrant, Series 2014, as the case may be, at one time or from time to time, up to the aggregate principal amount of \$971,120 (the "Warrant") for the purpose of anticipating the receipt of one or more of the installments of Taxes, in order that the Issuer have operating funds and to pay costs of issuance of the Warrant; and

WHEREAS, pursuant to arrangements to be made from time to time on behalf of the Issuer, one or more banks or other financial institutions (including assigns and otherwise as specified in an Authenticating Order, as applicable, the "Purchaser"), are to purchase the Warrant; and

WHEREAS, for convenience of reference only this resolution is divided into numbered sections with headings, which shall not define or limit the provisions hereof, as follows:

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:

Section 1. Authority and Purpose. This resolution is adopted pursuant to the Act for the purpose of anticipating receipts of the Taxes for the payment of general operating expenses and liabilities and costs of issuance of the Warrants. Proceeds of the Warrants are hereby confirmed as appropriated for the same purposes to which the Taxes were to be applied.

Section 2. Authorization and Terms of Warrant. For the purposes described above in Section 1, there is hereby provided the sum of up to \$971,120, to be derived from proceeds of the Warrant. For the purpose of financing such appropriation, a Warrant of the Issuer shall be issued and sold, at one time or from time to time, as funds in respect thereof are needed, in an aggregate principal amount of up to \$971,120, shall each be designated "Tax Anticipation Warrant, Series 2014", "as the case may be, and shall be issuable in the denominations of \$10 or any authorized integral multiple thereof. The Warrant shall be numbered consecutively from 1 upwards in order of their issuance and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of the Warrant. Unless otherwise determined in an order to authenticate the Warrant, not inconsistent herewith, the Warrant shall be dated as of the date of issuance thereof. The Warrant shall mature on a date within 60 days of the anticipated date of receipt of the applicable installment of nursing home Taxes, and in the aggregate principal amount of not to exceed \$971,120 and shall bear interest at the rate or rates percent per annum not to exceed 5.0%, as shall be specified in an applicable Authenticating Order, presently expected to be 0.55% with Midland States Bank, Champaign, Illinois as registered owner, registrar and paying agent, with one Warrant of \$971,120 due September 30, 2015.

The Warrant shall bear interest from its dated date, computed on the basis of a 360-day year consisting of twelve 30-day months, and payable in lawful money of the United States of America at maturity, or earlier redemption, as the case may be, at the rate or rates per annum above set forth. The principal of and premium, if any, on the Warrant shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated financial institution (or officer of the Issuer, as the case may be) as Paying Agent for

the Warrant (including its successors, the "**Paying Agent**"). Interest on the Warrant shall be payable on each interest payment date to the registered owners of record appearing on the registration books maintained by the designated financial institution (or officer of the Issuer, as the case may be) as Registrar on behalf of the Issuer for such purpose (including its successors, the "**Registrar**"), at the designated office of the Registrar as of the close of business on the fifth (5th) business day next preceding the payment date. Interest on the Warrant shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books therefor. The Registrar shall not be required to transfer or exchange any Warrant during a period commencing the fifth (5th) day next preceding the payment date and ending on such payment date. With notice to the Registrar 15 days before the designated redemption date (or lesser notice acceptable to the Registrar), the Warrant shall be subject to redemption prior to maturity, from Taxes if, as and when received, at the times, in the manner, with the notice and with the effect set forth in the form of the Warrant in Section 8 below.

Although the Warrant is authorized to mature and to bear interest at the rate or rates per annum, as set forth above, and have such other terms as herein provided, and the Warrant is nevertheless hereby authorized: to have a series designation, to have specified Purchasers, to mature in the specified principal amounts (not exceeding the aggregate the principal amount set forth above) and to bear interest at such other rate or rates, and have maturity or due dates, have paying agents and registrars or other fiscal agents, be subject to redemption and have such other terms and provisions as either (i) the County Board Chairman shall certify in an Authenticating Order at the time of delivery of the Warrant and payment therefor (with respect to which the term "Authenticating Order" shall mean, if at all and as executed and delivered, at one time or from time to time, one or more certificates as applicable to each series or to a particular draw or draws on the Warrant authorized under this resolution, signed by the County Board Chairman, and attested by the County Clerk and countersigned by the County Treasurer, under the Issuer's seal, setting forth and specifying details of the Warrant, including but not limited to series designation, payment dates, other than as set forth above, interest rate or rates (but not to exceed 5.0%), interest and principal payment dates, aggregate principal amount (but not to exceed the aggregate principal amount or the rate set forth above), the principal and interest coming due in any applicable payment period, the issuance of a Warrant instrument in installment form in lieu of serial form or in serial form in lieu of installment form, as the case may be, optional and mandatory prepayment and redemption provisions, designation of a Paying Agent and/or Registrar, designation of a Warrant Purchaser or Purchasers or credit facility, sale price, and investment restrictions, not otherwise inconsistent with this resolution, and full authority is hereby given to the County Board Chairman to certify and specify such terms, without any further action by the Corporate Authorities than this resolution), or (ii) the Corporate Authorities in supplemental proceedings shall approve, in either case other than as specifically set forth in this resolution. All signatures of the officers on Warrant may be manual or facsimile signatures.

Section 3. Sale and Delivery. All acts and things done by officers of the Issuer in connection with the sale of the Warrant shall be and they are hereby in all respects ratified, confirmed and approved. Sales of the Warrant to Purchasers, at one time or from time to time, shall be and are hereby authorized and approved. The County Board Chairman, County Clerk, County Treasurer, Co-Administrators and other officials of the Issuer are hereby authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the Issuer each and every thing necessary for the issuance of the Warrant, including the due and proper execution, delivery and performance of this resolution and all related and incidental agreements, certificates, receipts and opinions, upon payment of the full purchase price of the Warrant, an amount equal to not less than 98% of par, plus accrued interest, if any.

<u>Section 4.</u> <u>Execution and Authentication</u>. The Warrant shall be executed in the name of the Issuer by the manual or authorized facsimile signature of its County Board Chairman and the corporate seal of the Issuer, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon, attested by the manual or authorized facsimile signature of its County Clerk, and countersigned by the County Treasurer.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Warrant shall cease to hold such office before the issuance of such Warrant, such Warrant shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Warrant had not ceased to hold such office. Any Warrant may be signed, sealed or attested on behalf of the Issuer by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Warrant such person may not hold such office. No recourse shall be had for the payment of any Warrant against the County Board Chairman, the County Clerk, the County Treasurer or any member of the County Board or any officer or employee of the Issuer (past, present or future) who executes the Warrant, or on any other basis.

The Warrant shall bear thereon a certificate of authentication executed manually by the Registrar. No Warrant shall be entitled to any right or benefit under this resolution or shall be valid or obligatory of any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon any such Warrant shall be conclusive evidence that such Warrant has been authenticated and delivered under this resolution. The certificate of authentication on any Warrant shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Warrants issued hereunder.

Section 5. Transfer, Exchange and Registration. The Warrant shall be negotiable, subject to the provisions for registration of transfer contained herein. The Warrant shall be transferable only upon the registration books maintained by the Registrar on behalf of the Issuer for that purpose at the designated office of the Registrar by the registered owner thereof in person or by such registered owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or such registered owner's duly authorized attorney. Upon the surrender for transfer of any such Warrant, the Issuer shall execute and the Registrar shall authenticate and deliver a new Warrant or Warrants registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered Warrant. The

Warrant, upon surrender thereof at the principal office of the Registrar, with a written instrument satisfactory to the Registrar, duly executed by the registered owner or such registered owner's attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of the Warrant of the same maturity and interest rate and of the denominations of \$10 each or any authorized integral multiple thereof, less previous retirements.

For every such exchange or registration of transfer of the Warrant, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Bond Replacement Act shall govern the replacement of lost, destroyed or defaced the Warrant.

The Issuer, the Registrar and the Paying Agent may deem and treat the person in whose name any Warrant shall be registered upon the registration books as the absolute owner of such Warrant, whether such Warrant shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Warrant to the extent of the sum or sums so paid, and neither the Issuer nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

Section 6. Registrar and Paying Agent. The Issuer covenants that it shall at all times retain a Registrar and Paying Agent with respect to the Warrant and shall cause to be maintained at the office of the Registrar a place where the Warrant may be presented for registration of transfer or exchange, that it will maintain at the designated office of the Paying Agent a place where the Warrant may be presented for payment, that it shall require that the Registrar maintain proper registration books and that it shall require the Registrar and Paying Agent to perform the other duties and obligations imposed upon them by this resolution in a manner consistent with the standards, customs and practices concerning local government securities. The Issuer may enter into appropriate agreements with the Registrar and Paying Agent in connection with the foregoing, including as follows:

(a) to act as Registrar, authenticating agent, Paying Agent and transfer agent as provided herein;

(b) to maintain a list of registered owners of the Warrant as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Warrants which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the Issuer a certificate with respect to Warrants cancelled and/or destroyed;

(e) to give notices of call for redemption; and

(f) to furnish the Issuer a confirmation statement of Warrants paid, Warrants outstanding and payments made with respect to interest on the Warrants.

In any event, (a) - (f) above shall apply to the Registrar and Paying Agent.

The Registrar and Paying Agent shall signify their acceptances of the duties and obligations imposed upon them by this resolution. The Registrar by executing the certificate of authentication on any Warrant shall be deemed to have certified to the Issuer that it has all requisite power to accept, and has accepted, including as Paying Agent in the case of Midland States Bank, as the case may be, such duties and obligations not only with respect to the Warrant so authenticated but with respect to all of the Warrant. The Registrar and Paying Agent are the agents of the Issuer for such purposes and shall not be liable in connection with the performance of their respective duties, except for their own negligence or default. The Registrar shall, however, be responsible for any representation in its certificate of authentication on the Warrant.

The Issuer may remove the Registrar or Paying Agent at any time. In case at any time the Registrar or Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the Registrar or Paying Agent or of their respective properties or affairs, the Issuer covenants and agrees that it will thereupon appoint a successor Registrar or Paying Agent, as the case may be. The Issuer shall mail or cause to be mailed notice of any such appointment made by it to each registered owner of the Warrant within ten (10) days after such appointment. Any Registrar or Paying Agent appointed under the provisions of this Section 6 shall be a bank, trust company, national banking association or other qualified professional with respect to such matters, maintaining a principal office in the State of Illinois.

<u>Section 7</u>. <u>Direct Obligations</u>. The Taxes and the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment when due of the principal of and interest on the Warrant. The Warrant shall be direct obligations of the Issuer, provided that the Issuer shall not be obligated to separately levy ad valorem taxes (other than the Taxes) for the payment of the Warrant and the interest thereon.

Section 8. Form of Warrant. Subject to a Purchaser accepting typewritten Warrant, the Warrant shall be issued in fully registered form conforming to the industry customs and practices of printing, including part on the front and part on the reverse of the certificates, as appropriate, the blanks to be appropriately completed when the Warrant is delivered; and the Warrant shall be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and, with appropriate insertions and modifications, shall be in substantially the form, as follows (The Warrant shall be conformed to an applicable Authenticating Order.):

UNITED STATES OF AMERICA STATE OF ILLINOIS THE COUNTY OF CHAMPAIGN TAX ANTICIPATION WARRANT SERIES 2014

REGISTERED NO.

REGISTERED \$_____

INTEREST RATE:

MATURITY DATE:

DATED DATE:

Registered Owner:

Principal Amount:

KNOW ALL BY THESE PRESENTS that The County of Champaign, a unit of local government of the State of Illinois (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, and to pay interest on such Principal Amount from the Dated Date hereof, at the Interest Rate per annum set forth above, computed on the basis of a 360-day year consisting of twelve 30-day months and payable in lawful money of the United States of America at maturity or earlier redemption, as the case may be, and until the Principal Amount hereof shall have been paid, by check or draft mailed to the Registered Owner of record hereof as of the fifth (5th) business day next preceding such payment date, at the address of such Registered Owner appearing on the registration books maintained for such purpose by Midland States Bank, through its [designated corporate trust office in Champaign, Illinois, as Registrar (including its successors, the "Registrar"). This Warrant, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this Warrant at Midland States Bank, through its designated payment office in Champaign, Illinois, as Paying Agent (including its successors, the "Paying Agent").

Pursuant to a duly enacted proceedings adopted ______, 2014, the Issuer levied taxes for the nursing home for the tax levy year 2014, to be billed, extended, collected and received in 2015 (to the extent not yet received by the Issuer, the **"Taxes"**), the ______ installment of which Taxes are hereby pledged to the payment when due of the principal of and interest on the Warrant. In addition, pursuant to Section 14 of the Local Government Debt Reform Act, the full faith and credit of the Issuer, but excluding any separate and specific levy of general taxes therefor, are irrevocably pledged for the punctual payment when due of the principal of and interest on this Warrant according to its terms.

This Warrant is issued in the aggregate principal amount of \$971,120, which are all of like tenor, and which are authorized and issued under and pursuant to the Constitution and laws of the State of Illinois and pursuant to and in accordance with an authorizing resolution adopted by the County Board of the Issuer on ______, 2014, and entitled: "A Resolution Authorizing the Issuance of Tax Anticipation Warrants of The County of Champaign, Illinois, and Providing the Details of Such Warrants, and Related Matters." The Warrant is issued under

the Constitution and laws of the State of Illinois, including the Warrants and Jurors Certificates Act and Section 14 of the Local Government Debt Reform Act, to anticipate the Taxes not yet received by the Issuer to assure that the Issuer will have funds to pay operating expenses and liabilities.

The Warrant is subject to redemption prior to maturity at the option of the Issuer as a whole or in part at any time (with notice as herein provided) in integral multiples of \$10 (to be selected by the Registrar in such manner as it shall deem fair and appropriate in the case of partial redemption of the Warrant) at a redemption price equal to the principal amount to be so redeemed plus accrued interest to the redemption date.

In the event of the redemption of less than all the Warrant, the aggregate principal amount thereof to be redeemed shall be \$10 each or an integral multiple thereof, and the Registrar shall assign to the Warrant of such maturity a distinctive number for each \$10 principal amount of the Warrant and shall select by lot from the numbers so assigned as many numbers as, at \$10 for each number, shall equal the principal amount of such Warrant to be redeemed. The Warrant or parts thereof to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of the Warrant shall be redeemed as shall equal \$10 for each number assigned to it and so selected.

Notice of the redemption of the Warrant will be mailed not less than five (5) business days prior to the date fixed for such redemption to the registered owners of the Warrant to be redeemed at their last addresses appearing on the registration books therefor. The Registered Owner of this Warrant may waive such notice, presentment for payment and payment thereof being conclusive of such a waiver. The Warrant or portions thereof specified in such notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Warrant or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on such redemption date, and if notice of redemption shall have been mailed as herein set forth (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner), then from and after the redemption date interest on such Warrant or portions thereof shall cease to accrue and become payable. All notices of redemption shall state the redemption date, the redemption price, if less than all outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts in integral multiples of \$10) of the Warrant to be redeemed, that on the redemption date the redemption price will become due and payable upon each such Warrant or portion thereof called for redemption and, upon the deposit of funds therefor with the Paying Agent, that interest thereon shall cease to accrue from and after such redemption date, and the place where such Warrant are to be surrendered for payment of the redemption price, which place of payment shall be the principal [corporate trust] office of the Paying Agent in Champaign, Illinois.

This Warrant is transferable only upon the registration books therefor by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender hereof at the office of the Registrar in Champaign, Illinois, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or by such Registered Owner's duly authorized attorney, and thereupon a new registered Warrant or Warrants, in the authorized denominations of \$10 or any authorized integral multiple thereof and of the same aggregate principal amount as this Warrant, shall be issued to the transferee in exchange therefor. In like manner, this Warrant may be exchanged for an equal aggregate principal amount of the Warrant of any authorized denomination. The Registrar shall not be required to exchange or transfer any Warrant during the period from the fifth (5th) business day preceding the payment date to such payment date. The Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this Warrant. No other charge shall be made for the privilege of making such transfer or exchange. The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name this Warrant is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest due hereon and for all other purposes whatsoever, and all such payments so made to such Registered Owner or upon such Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon this Warrant to the extent of the sum or sums so paid, and neither the Issuer nor the Registrar or the Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the Warrant against the County Board Chairman, the County Clerk, the County Treasurer, any member of the County Board or any other officer or employee of the Issuer (past, present or future) who executes any Warrant, or on any other basis.

The Issuer may remove the Registrar or Paying Agent at any time and for any reason and appoint a successor.

This Warrant shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Registrar.

[The Issuer has designated the Warrant as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this Warrant in order to make it a legal, valid and binding obligation of the Issuer have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the Warrant, together with all other indebtedness of the Issuer, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, The County of Champaign, Illinois, by its County Board has caused this Warrant to be executed in its name and on its behalf by the manual or facsimile signature of its County Board Chairman, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon, attested by the manual or facsimile signature of its County Clerk, and countersigned by the manual or facsimile signature of its County Treasurer, all as of the Dated Date set forth above.

THE COUNTY OF CHAMPAIGN, ILLINOIS

(SEAL)

Attest:

County Board Chairman

County Clerk

Counter Signed:

County Treasurer

CERTIFICATE OF AUTHENTICATION

Dated:

This is the Tax Anticipation Warrant, Series 2014, described in the within mentioned resolution.

MIDLAND STATES BANK,

Champaign, Illinois, as Registrar

By _____

Authorized Signer

Registrar andMidland States BankPaying Agent:Champaign, Illinois

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto_____

Signature

for registration thereof, with full power of substitution in the premises.

Dated

Signature Guarantee:

Notice: The signature on this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Warrant in every particular, without alteration or enlargement or any change whatever.

Section 9. Tax Covenant. The Issuer covenants and agrees with the registered owners of the Warrant that so long as any of the Warrant remains outstanding, and unless and to the extent funds are then on deposit in the Debt Service Fund, established or continued in Section 10 below, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to levy, collect, receive and apply the Taxes as contemplated by this resolution, and the Issuer and its officers will comply with all present and future applicable laws in order to assure that the Taxes have been, will be and are levied, extended, billed, collected and received as provided herein and credited to or deposited in the Debt Service Fund, established or continued in Section 10 below, to pay the principal of and interest on the Warrant.

Section 10. Debt Service Fund. Moneys derived from the Taxes, and any other available sources, are appropriated and set aside for the sole purpose of paying principal of and interest on the Warrant when and as the same come due. All of such moneys, and all other moneys to be used for the payment of the principal of and interest on the Warrant, shall be deposited in the "Debt Service Fund of 2014" (the "Debt Service Fund"), with a separate account for each series, which shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986, as amended.

Section 11. Proceeds Fund. All of the proceeds of the sale of the Warrant shall be deposited in the "Proceeds Fund of 2014" (the "Proceeds Fund"), with a separate account for each series, as a special fund of the Issuer. Moneys in the Proceeds Fund shall be used for the purposes specified in <u>Section 1</u> of this resolution, including for the payment of costs of issuance of the Warrant, but may thereafter be reappropriated and used for other lawful purposes of the Issuer. Before any such reappropriation shall be made, there shall be filed with the County Clerk an opinion of nationally recognized bond counsel ("Bond Counsel") to the effect that such reappropriation will not adversely affect the tax-exempt status of the Warrant under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 12. Arbitrage Rebate. The Issuer does not reasonably expect to issue more than 5,000,000 of tax-exempt obligations in the calendar year of the issuance of the Warrant within the meaning of the small issuer exception under Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended. However, if exceeded, the Issuer will comply with such Section 148(f). The Issuer shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, relating to the rebate of certain investment earnings at periodic intervals to the United States of America to the extent that such compliance is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Warrant under Section 103 of the Internal Revenue Code of 1986, as amended.

<u>Section</u> <u>13</u>. <u>Investment</u> <u>Regulations</u>. No investment shall be made of any moneys in the Debt Service Fund or the Proceeds Fund except in accordance with the tax covenants and other covenants set forth in <u>Section 14</u> of this resolution. All income derived from such investments in respect of moneys or securities in any fund or account shall be credited in each case to the fund or account in which such moneys or securities are held.

Any moneys in any fund or account that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt. The Issuer's County Treasurer and agents designated by such officer are hereby authorized to submit, on behalf of the Issuer, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 14. Non-Arbitrage and Tax-Exemption. One purpose of this Section 14 is to set forth various facts regarding the Warrant and to establish the expectations of the Corporate Authorities and the Issuer as to future events regarding the Warrant and the use of proceeds of the Warrant. The certifications and representations made herein and at the time of the issuance of the Warrant is intended, and may be relied upon, as certifications and expectations described in the Income Tax Regulations dealing with arbitrage and rebate (the "Regulations"). The covenants and agreements contained herein, and at the time of the issuance of the Warrant, are made for the benefit of the registered owners from time to time of the Warrant. The Corporate Authorities and the Issuer agree, certify, covenant and represent as follows:

(1) The Warrant to be issued in anticipation of receipt of the specified installment of Taxes to pay municipal operational costs and liabilities and issuance costs as described in <u>Section 1</u> above, and all of the amounts received upon the sale of the Warrant, plus all investment earnings thereon (the "**Proceeds**") are needed for the purpose for which the Warrant are being issued.

(2) The Issuer expects to apply proceeds of the Warrant to the costs in (1) above within three (3) months of the issuance of the Warrant.

(3) The Issuer has on hand no funds which could legally and practically be used for the purposes hereof which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the Proceeds will be used (i) directly or indirectly to replace funds of the Issuer or any agency, department or division thereof that could be used for such purposes, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer. No portion of the Warrant is being issued solely for the purpose of investing the Proceeds at a Yield higher than the Yield on the Warrant. For purposes of this Section 14, "Yield" means that yield (that is, the discount rate) which when used in computing the present worth of all payments of principal and interest to be paid on an obligation (using semi-annual compounding on the basis of a 360-day year) produces an amount equal to its issue price, including accrued interest, and the purchase price of the Warrant is equal to the first offering price at which more than 10% of the principal amount of the Warrant is sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers).

(4) All principal proceeds of the Warrant will be deposited in the Proceeds Fund for the purposes described in <u>Section 1</u> above, and any accrued interest and premium received on the delivery of the Warrant, if any, will be deposited in the Debt Service Fund and used to pay the first interest due on the Warrant. Earnings on investment of moneys in any fund or account will be credited to that fund or account. Costs for the purposes described in <u>Section 1</u> above, including issuance costs of the Warrant, will be paid from the Proceeds Fund, and no other moneys are expected to be deposited therein. Interest on and principal of the Warrant will be paid from the Debt Service Fund. No Proceeds will be used more than 30 days after the date of issue of the Warrant for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Issuer or for the purpose of replacing any funds of the Issuer used for such purpose.

(5) The Debt Service Fund is established to achieve a proper matching of revenues and earnings with debt service requirements. Other than any amounts held to pay principal of matured Warrant that has not been presented for payment, it is expected that any moneys deposited in the Debt Service Fund will be spent within the 12-month period beginning on the date of deposit therein. Any earnings from the investment of amounts in the Debt Service Fund will be spent within a one-year period beginning on the date of receipt of such investment earnings. Other than any amounts held to pay principal of matured Warrant that has not been presented for payment, it is expected that the Debt Service Fund will be depleted on or before the maturity date of the Warrant.

(6) Other than deposits of Taxes into the Debt Service Fund, no funds or accounts have been or are expected to be established, and no moneys or property have been or are expected to be pledged (no matter where held or the source thereof) which will be available to pay, directly or indirectly, the Warrant or restricted so as to give reasonable assurance of their availability for such purposes. No property of any kind is pledged to secure, or is available to pay, obligations of the Issuer to any credit enhancer or liquidity provider.

(7) (a) All amounts on deposit in the Proceeds Fund or the Debt Service Fund and all Proceeds, no matter in what funds or accounts deposited ("Gross Proceeds"), to the extent not exempted in (b) below, and all amounts in any fund or account pledged directly or indirectly to the payment of the Warrant which will be available to pay, directly or indirectly, the Warrant or restricted so as to give reasonable assurance of their availability for such purpose contrary to the expectations set forth in (6) above, shall be invested at market prices and at a Yield not in excess of the Yield on the Warrant.

(b) The following may be invested without Yield restriction:

(i) amounts invested in obligations described in Section 103(a) of the Internal Revenue Code of 1986, as amended (but not specified private activity bonds as defined in Section 57(a)(5)(C) of the Code), the interest on which is not includable in the gross income of any registered owner thereof for federal income tax purposes ("Tax-Exempt Obligations");

(ii) amounts deposited in the Debt Service Fund that are reasonably expected to be expended within 6 months from the deposit date and are to have not been on deposit therein for more than 6 months; and

(iii) all amounts for the first 30 days after they become Gross Proceeds (in general the date of deposit in any fund or account securing the Warrant); and

(8) Subject to (17) below, once moneys are subject to the Yield limits of (7)(a) above, such moneys remain Yield restricted until they cease to be Gross Proceeds.

(9) As set forth in Section 148(f)(4)(D) of the Internal Revenue Code of 1986, as amended, the Issuer is excepted from the required rebate of arbitrage profits on the Warrant because the Issuer is a governmental unit with general taxing powers, none of the Warrant is a **"private activity bond"** as defined in Section 141(a) of the Internal Revenue Code of 1986, as amended, all the net proceeds of the Warrant is to be used for the local government activities of the Issuer, and the aggregate face amount of all Tax-Exempt Obligations (other than **"private activity bonds"** as defined in Internal Revenue Code of 1986, as amended) issued by the Issuer and all subordinate entities thereof during the calendar year of issuance of Warrant, including the Warrant, is not reasonably expected to exceed \$5,000,000 under such Section 148(f)(4)(D). If such amount is exceeded, the Issuer will consult Bond Counsel concerning rebate obligations under Section 148 of the Code.

(10) None of the Proceeds will be used, directly or indirectly, to replace funds which were used in any business carried on by any person other than a state or local governmental unit.

(11) The payment of the principal of or the interest on the Warrant will not be, directly or indirectly (A) secured by any interest in (i) property used or to be used for a private business activity by any person other than a state or local governmental unit, or (ii) payments in respect of such property, or (B) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used for a private business activity by any person other than a state or local governmental unit.

(12) The Issuer reasonably expects to achieve a cumulative tax flow deficit equal to not less than 90% of the Proceeds of the Warrant before the maturity date of the Warrant drawn upon. The Issuer is now experiencing, or imminently expects to experience, a cumulative tax flow deficit equal to not less than 90% of the Proceeds of the Warrant. None of the Proceeds will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(13) No user of facilities in respect of the Warrant other than a state or local government unit will use such facilities on any basis other than the same basis as the general public, and no person other than a state or local governmental unit will be a user of such facilities as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a

lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(14) Beginning on the 15th day prior to the sale of the Warrant, the Issuer will not have sold or delivered, and will not sell or deliver (nor will it deliver within 15 days after the date of issue of the Warrant), any other obligations pursuant to a common plan of financing, which will be paid out of substantially the same source of funds (or which will have substantially the same claim to be paid out of substantially the same source of funds) as the Warrant or will be paid directly or indirectly from Proceeds.

(15) No portion of facilities in respect of the Warrant is expected to be sold or otherwise disposed of prior to the last maturity of the Warrant.

(16) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Internal Revenue Service as a bond issuer which may certify bond issues under the Regulations.

(17) The Yield restrictions contained in (7) above or any other restriction or covenant contained herein may be violated or changed if the Issuer receives an opinion of Bond Counsel to the effect that such violation or change will not adversely affect the tax-exempt status of interest on the Warrant to which it is otherwise entitled.

(18) The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein and that Bond Counsel should be contacted if such changes do occur.

(19) The Corporate Authorities have no reason to believe the facts, estimates, circumstances and expectations set forth herein are untrue or incomplete in any material respect. On the basis of such facts, estimates, circumstances and expectations, it is not expected that the Proceeds or any other moneys or property will be used in a manner that will cause the Warrant to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and of the Regulations. To the best of the knowledge and belief of the Corporate Authorities, such expectations are reasonable, and there are no other facts, estimates and circumstances that would materially change such expectations.

The Issuer also agrees and covenants with the registered owners of the Warrant from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Warrant and affects the tax-exempt status of the Warrant.

The Corporate Authorities hereby authorize the officials of the Issuer responsible for issuing the Warrant, the same being the County Board Chairman, County Clerk, the County Treasurer and the Co-Administrators of the Issuer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Warrant to be arbitrage bonds and to assure that the interest in the Warrant will be excluded from gross income for federal income tax purposes. In connection therewith, the Issuer and the Corporate Authorities further agree: (a) through the officers of the Issuer, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with Bond Counsel approving the Warrant and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Warrant; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Issuer in such compliance.

Section 15. Bank Qualified. Pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Issuer hereby designates the Warrant as "qualified taxexempt obligations" as defined in such Section 265(b)(3). The Issuer represents that the reasonably anticipated amount of tax-exempt obligations that will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year in which the Warrant is issued will not exceed \$10,000,000 within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Issuer covenants that it will not so designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations" includes "qualified 501(c)(3) Bonds" (as defined in the Section 145 of the Internal Revenue Code of 1986, as amended) but does not include other "private activity bonds" (as defined in Section 141 of the Internal Revenue Code of 1986, as amended).

Section 16. Contract and Severability. The provisions of this resolution shall constitute a contract between the Issuer and the owners of the Warrant. Any pledge made in this resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the owners of any and all of the Warrant. All of the Warrant, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Warrant over any other thereof except as expressly provided in or pursuant to this resolution. This resolution and the provisions of this resolution conflict with the provisions of any other ordinance or resolution of the Issuer, the provisions of this resolution shall control. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Conflict and Repeal. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this resolution shall be in full force and effect forthwith upon its adoption.

<u>Section</u> <u>18</u>. <u>Effective</u> <u>Date</u>. This resolution shall become effective after its adoption as required by applicable law.

seconded by November, 20	Upon County)14, by r	motion Board M oll call vo	by lemb ote, a	County ers follows:	Board	Member	, adopted	this	20 th	day	, of
Ayes (names)	: 									-	
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Nays (names)	•						······				
Absent (name	s):					164 August					
(SEAL)											
Attest:											
County Clerk, the County Bo		ficio Cler	k to		\overline{C}	ounty Board C	Chairman				

STATE OF ILLINOIS

SS

THE COUNTY OF CHAMPAIGN

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois (the "Municipality"), and that as such official I am the keeper of the records and files of the County and the County Board (the "Corporate Authorities").

I do further certify that the foregoing is a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 20th day of November, 2014, insofar as the same relates to the adoption of a resolution numbered and entitled:

RESOLUTION NO. 9038

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION WARRANTS OF THE COUNTY OF CHAMPAIGN, ILLINOIS, AND PROVIDING THE DETAILS OF SUCH WARRANTS, AND RELATED MATTERS,

a true, correct and complete copy of which resolution as adopted at such meeting appears in the foregoing transcript of the minutes of such meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such resolution were conducted openly, that the vote on the adoption of such resolution was taken openly and was preceded by a public recital of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the meeting agenda was duly posted on the County's website and at the County Courthouse and the Brookens Administrative Center (with all pages continuously visible and readable at street level to the outside 24/7) at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the procedural rules of the Corporate Authorities.

	IN	WITNESS	WHEREOF,	I	hereunto	affix	my	official	signature,	this	
day of		, 2014.									

(SEAL)

County Clerk

ORDINANCE NO. 952

AN ORDINANCE ESTABLISHING A NEW ENTERPRISE ZONE IN THE CITY OF URBANA AND CHAMPAIGN COUNTY

WHEREAS, the State of Illinois Enterprise Zone Act (Illinois Compiled Statutes Chapter 20, Act 655) (the "Act") explores ways and means of stimulating business and industrial growth and retention in depressed areas, and stimulating neighborhood revitalization of depressed areas of the State by means of relaxed government controls and tax incentives in those areas; and

WHEREAS, the City of Urbana, Illinois, a municipal corporation and home rule unit of municipal government (the "City"), and the County of Champaign, Illinois, a municipal corporation (the "County"), (collectively referred to as the "Partners"), desire to enact a new enterprise zone, as defined in the Act, (the "Zone") for the purpose of stimulating economic growth and neighborhood revitalization in economically depressed areas within the City and the County; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the City and the County to enter into agreements among and between themselves which provide for intergovernmental cooperation on matters and issues of joint interest; and

WHEREAS, the Partners have adopted an enterprise zone intergovernmental agreement (the "Agreement"); and

WHEREAS, the Act provides the mechanisms and incentives for addressing commercial, industrial, and residential areas that undergo development and redevelopment; and

WHEREAS, the Partners recognize that local economic development, business retention and expansion, neighborhood revitalization, employment retention and creation, through a partnership between the City and County will benefit the City, the County and their residents; and

WHEREAS, the Act was recently amended to require all existing enterprise zones to expire, and any interested community must apply and compete for a new designation as an enterprise zone; and

WHEREAS, the Act requires the City and the County to each pass an ordinance establishing a new enterprise zone before they can apply to the State of Illinois Department of Commerce and Economic Opportunity (the "Department") for certification of such new enterprise zone; and

WHEREAS, the Partners are authorized to jointly apply for an enterprise zone under the Act; and

WHEREAS, the application for certification of a new zone must be submitted by December 31, 2014 in order to be considered for approval in 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS as follows:

Section 1. Designation and Description of Zone Area.

The County hereby establishes an enterprise zone pursuant to the authority granted by the Act, as amended, subject to the approval of the Department, and subject to the provisions of the Act. The boundaries of the Zone are those set forth in the legal description attached hereto, marked "Exhibit A" and made a part hereof.

Section 2: <u>Qualifications</u>. The County hereby declares and affirms that the Zone is qualified for designation as an enterprise zone in accordance with the provisions of the Act, and further affirm that:

- (a) The Zone is a contiguous area;
- (b) The Zone comprises a minimum of one-half square mile and not more than twelve square miles in total area;
- (c) The Zone is a depressed area;
- (d) The Zone satisfies any additional criteria established by the Department;
- (e) On November 6th, 2014, a Public Hearing was conducted within the Zone on the question of whether boundaries of the Zone should be expanded. A public notice was given in one newspaper of general circulation within the Zone not more than 20 days nor less than five days before the hearings; and
- (f) The Zone addresses a reasonable need to encompass portions of the City and adjacent unincorporated areas of the County.

Section 3. <u>Term and Effect.</u> The term of the Zone shall commence on January 1, 2016 or such other date as certified by the Department pursuant to the Act, and shall terminate at midnight on December 31, the 15th year after the year in which the Zone is certified, unless otherwise provided for by the Department or if the Zone is earlier decertified in accordance with the Act.

Section 4. Incentives and Benefits Offered in the Zone.

- (a) Building Materials Exemption Certificates:
 - (1) Each retailer who makes a qualified sale of building materials to be incorporated into real estate in an enterprise zone established by a county or municipality under the Act by remodeling, rehabilitation or new construction, may deduct receipts from such sales when calculating the tax imposed by the Retailers' Occupation

Tax Act. A "qualified sale" means a sale of building materials that will be incorporated into real estate as part of a building project for which an enterprise zone "Building Materials Exemption Certificate", as defined in the Act, (the "Certificate") has been issued to the purchaser by the Department.

- (2) In addition to any restrictions placed on Certificates by state law, Certificates shall only be issued to projects that meet the following requirements:
 - i. Projects shall be on parcels within the Zone which have been improved after the designation of the Zone by the State of Illinois.
 - ii. Projects shall be on parcels within the Zone which on or after the first day of Zone certification:
 - 1. have been granted a building permit by the City, or
 - 2. exist in unincorporated Champaign County and have either been granted a zoning use permit by the County or involve the rehabilitation of an existing structure that does not require a County zoning use permit.
 - iii. Commercial, industrial, or mixed-use projects shall be of a minimum project cost of \$1,000. Mixed-use projects are only eligible if at least twenty (20) percent of all premise square footage is dedicated to a commercial or industrial use.
 - iv. New residential construction projects shall be of a minimum project cost of \$1,000 creating at least one:
 - 1. single family residence,
 - 2. duplex or two-family residence,
 - 3. townhome, or
 - 4. other zero-lot-line single family residence.
- (b) Property Tax Abatements: The County shall take all action appropriate and necessary to join with other taxing bodies in abating increases in real estate taxes as an incentive for economic development within the Zone pursuant to the Act and further subject to the authorization and limitations set forth in resolution or ordinance by any participating taxing body.

Section 5. <u>Zone Administration</u>. The County Board Chair and County Board, in an effort to successfully facilitate management, operation and development of the Zone hereby provide for the designation of a Deputy Zone Administrator (the "Deputy") who will carry out the functions and management of the Zone in accordance with the Agreement.

Section 6. <u>Designated Zone Organizations</u>. In order to facilitate the successful development of the Zone and in accordance with the Act, this Ordinance hereby provides for the establishment of Designated Zone Organizations under which any or all of the functions provided for in Section 8 of the Act will be carried out. The Designation Zone Organization(s) and any project(s) which it (they) may undertake will be approved in accordance with the provisions of the intergovernmental agreement and rules and regulations promulgated by the Department.

Section 7: <u>Fee Schedule</u>. The Deputy shall not charge fees for administration of the Zone in accordance with Section 8.2(c) of the Act. The Deputy shall file a copy of its fee schedule with the Department as required each year.

Section 8. <u>Conformance to Codes, Ordinances, and Regulations.</u> No incentive shall be available to any project which is not constructed, used or occupied in conformance with all City and the County codes, ordinances and regulations. Except as otherwise expressly and specifically provided for herein, nothing contained herein shall be construed to waive, abrogate, lessen or weaken the full force, effect and application of all laws, resolutions, codes, regulations and ordinances of the City and the County to any project or any person or property.

Section 9. Violations and Penalties.

- (a) No person shall knowingly misrepresent facts in order to receive tax abatement or other incentives provided for in this Ordinance or present a certificate of eligibility for purposes of purchasing building materials to be used on any premises other than on premises for which the certificate was issued. "Facts" include, but are not limited to:
 - (1) The number of full-time jobs to be created by an enterprise; or
 - (2) The number of persons currently employed by a concern; or
 - (3) The nature of the project use(s) of or the annual dollar volume of business attributable to the project use(s); or
 - (4) Any representation materially affecting the determination of project eligibility or the determination of the percentage of tax abatement to which the project may be entitled under this Ordinance.
- (b) In addition to other penalties provided for by law, for the purposes of administration of the Zone, the initial determination of any alleged violation by a project outside the City set forth in this Section shall be made by the Deputy who shall notify the property owner of the alleged violation by certified mail at least fifteen (15) days before any further action is taken. The property owner may, within fifteen (15) days after receipt of the notification, submit a written appeal for review by the Deputy. If the alleged violator fails to appeal the initial determination of violation or if the determination is upheld, the alleged violation will be subject to the following administrative penalties:
 - (1) Revocation of any tax abatements provided under the terms of this Ordinance.
 - (2) Revocation of any certificate of eligibility issues in connection with any project involved in the violation; and
 - (3) Loss of eligibility of the subject property for any other incentive or targeted program provided for under this Ordinance.

Section 10. <u>Severability</u>. The Ordinance and every provision thereof shall be considered separable; and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of the Ordinance.

Section 11. The County Clerk is hereby directed to send a certified copy of this Ordinance to the City Clerk of the City of Urbana.

Section 12. <u>Notices.</u> Notice hereunder shall be considered delivered, whether delivered personally or sent by certified mail, postage prepaid, to:

Mayor of Urbana County Administrator City of Urbana Champaign County 400 S. Vine Street 1776 E. Washington Street Urbana, IL 61801 Urbana, IL 61802 Enterprise Zone Administrator Deputy Enterprise Zone Administrator City of Urbana Champaign County Regional Planning 400 S. Vine St. Commission 1776 E. Washington Street Urbana, IL 61801 Urbana, IL 61802

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of

November A.D. 2014.

Alan Kurtz, Chair Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and *Ex-Officio* Clerk of the Champaign County Board

EXHIBIT A

Legal Description

The boundary of the Urbana Enterprise Zone is represented in the attached map. This boundary is inclusive of all of the parcels identified below by their respective Parcel Index Numbers as of November 19th, 2014.

91-21-03-102-005	93-21-22-329-001	93-21-28-408-012
91-21-03-102-006	93-21-22-329-004	93-21-28-407-011
91-21-10-403-007	93-21-22-329-007	93-21-28-404-008
91-21-10-403-019	93-21-22-331-003	93-21-22-351-007
91-21-10-403-020	93-21-22-331-005	93-21-22-427-012
91-21-10-404-010	93-21-22-331-007	93-21-22-427-011
91-21-10-404-017	93-21-22-332-003	93-21-22-427-010
91-21-10-408-002	93-21-22-332-004	93-21-22-426-047
91-21-10-409-009	93-21-22-332-006	93-21-22-426-048
91-21-10-409-010	93-21-22-332-015	91-21-03-102-011
91-21-10-409-018	93-21-22-332-016	91-21-04-228-019
91-21-10-409-021	93-21-22-333-004	91-21-04-228-021
91-21-10-409-022	93-21-22-333-006	25-15-28-451-001
91-21-10-410-027	93-21-22-401-005	25-15-28-451-004
91-21-15-383-010	93-21-22-402-010	25-15-28-451-007
91-21-15-383-009	93-21-22-403-002	25-15-28-451-008
91-21-15-383-004	93-21-22-405-003	25-15-28-451-009
91-21-15-383-003	93-21-22-426-004	25-15-28-451-012
92-21-17-232-009	93-21-22-451-005	25-15-28-452-001
93-21-21-202-001	93-21-22-451-007	25-15-28-452-004
93-21-22-103-019	93-21-22-451-010	25-15-28-452-005
93-21-22-104-009	93-21-22-451-011	25-15-28-476-001
93-21-22-180-002	93-21-22-451-012	25-15-28-476-002
93-21-22-181-004	93-21-22-451-013	25-15-28-476-005
93-21-22-256-003	93-21-22-452-008	25-15-28-476-006
93-21-22-256-004	93-21-28-286-004	25-15-29-300-005
93-21-22-258-012	93-21-28-427-017	25-15-31-400-031
93-21-22-258-014	93-21-28-405-022	25-15-32-100-001
93-21-22-302-002	93-21-28-405-023	25-15-32-100-003
93-21-22-326-003	93-21-28-405-024	25-15-32-100-005
93-21-22-327-001	93-21-28-405-025	25-15-32-100-006
93-21-22-327-002	93-21-28-405-026	25-15-32-100-007
93-21-22-328-003	93-21-28-405-027	25-15-32-100-008
93-21-22-328-004	93-21-28-408-002	25-15-32-100-013

25-15-32-100-015	25-15-33-402-008	25-15-33-100-005
25-15-32-251-008	25-15-33-402-009	25-15-33-100-006
25-15-32-251-009	25-15-33-426-001	25-15-33-100-014
25-15-32-276-001	25-15-33-426-003	25-15-33-100-018
25-15-32-276-002	25-15-33-476-001	25-15-33-227-002
25-15-32-276-004	25-15-34-300-014	25-15-33-227-003
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93-21-28-405-012	93-21-28-407-017	93-21-22-351-010
91-21-09-102-011	93-21-28-407-016	93-21-22-351-011
93-21-21-451-012	93-21-28-407-015	93-21-22-351-012
93-21-21-451-013	93-21-28-407-014	93-21-22-351-008
93-21-21-451-011	93-21-28-407-013	93-21-22-351-013
93-21-21-451-010	93-21-28-407-002	93-21-22-351-006
93-21-21-451-009	93-21-28-407-003	93-21-22-351-005
93-21-21-451-008	93-21-28-407-004	93-21-22-354-009
93-21-21-451-007	93-21-28-407-005	93-21-22-354-005
93-21-21-451-005	93-21-28-407-006	93-21-22-354-006
91-21-05-353-020	93-21-28-407-007	93-21-22-354-007
91-21-05-353-021	93-21-28-407-008	93-21-22-354-008
93-21-28-408-001	93-21-28-407-009	93-21-22-354-001
93-21-28-407-024	93-21-28-407-010	93-21-22-353-010
93-21-28-407-001	93-21-28-407-012	93-21-22-353-011
93-21-28-406-035	93-21-28-404-012	93-21-22-353-012
93-21-28-404-013	93-21-28-404-011	93-21-22-353-013
93-21-28-406-034	93-21-28-404-010	93-21-22-353-014
93-21-28-406-033	93-21-28-404-009	93-21-22-353-015
93-21-28-406-032	93-21-28-404-007	93-21-22-375-004
93-21-28-406-031	93-21-28-404-006	93-21-22-353-008
93-21-28-406-030	91-21-08-278-022	93-21-22-353-006
93-21-28-406-029	30-21-28-400-011	93-21-22-353-007
93-21-28-406-028	92-21-17-212-024	93-21-22-353-009
93-21-28-406-027	93-21-22-404-003	93-21-22-305-007
93-21-28-406-026	25-15-32-276-032	93-21-22-427-001
93-21-28-406-025	91-21-08-405-040	93-21-22-426-038
93-21-28-406-024	91-21-04-100-018	93-21-22-426-062
93-21-28-408-003	91-21-04-151-010	93-21-22-426-061

93-21-22-426-002	91-21-03-151-004	93-21-22-300-006
93-21-22-426-003	91-21-03-101-012	91-15-31-226-001
93-21-22-405-009	91-21-04-229-015	91-15-31-280-002
93-21-22-426-043	91-21-04-229-030	91-15-31-280-001
93-21-22-426-044	91-21-04-229-029	91-15-31-400-036
93-21-22-426-046	91-21-04-228-018	91-15-31-400-028
93-21-22-101-012	91-21-04-228-020	91-21-08-280-003
93-21-22-151-007	91-21-04-228-016	91-21-08-280-002
93-21-22-175-010	91-21-04-228-017	91-21-08-280-004
93-21-22-200-012	91-21-04-228-022	91-21-08-280-001
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30-21-27-200-021	91-21-08-307-002	91-15-31-400-025
25-15-33-452-004	93-21-22-351-015	93-21-21-451-006
91-21-08-405-041	93-21-22-351-014	91-15-33-476-012
30-21-28-300-008	25-15-33-276-011	91-21-04-201-037
30-21-28-300-009	25-15-29-400-017	91-21-04-100-008
91-21-04-100-019	91-21-08-452-005	91-21-04-251-008
91-21-04-352-036	25-15-29-400-019	91-21-04-251-007
91-21-04-352-035	93-21-29-201-002	91-21-06-326-007
25-15-33-226-008	91-21-04-301-026	30-21-06-326-014
30-21-04-201-035	91-21-04-301-025	93-21-28-406-038
91-21-09-451-012	91-21-06-476-013	93-21-28-406-039
25-15-33-454-900	93-21-23-300-005	25-15-32-300-014
25-15-33-456-900	91-21-15-400-001	91-21-07-204-008
25-15-33-457-900	93-21-28-400-015	91-21-07-204-009
25-15-33-459-900	91-21-08-402-008	91-21-15-226-009
25-15-33-461-900	91-21-08-303-026	91-21-10-407-021
93-21-20-300-004	91-21-09-452-005	91-21-10-407-022
91-21-09-505-005	91-21-09-379-016	30-21-14-300-001
93-21-21-400-032	91-21-09-379-017	25-15-29-400-012
93-21-21-202-080	91-21-09-452-004	91-21-09-451-007
91-21-10-403-011	91-21-14-101-001	30-21-10-351-020
91-21-10-403-012	93-21-21-200-006	30-21-10-352-001
91-21-10-403-013	91-15-31-400-033	30-21-10-351-021
92-21-17-201-010	91-15-31-400-023	30-21-10-351-018
91-21-03-104-001	91-21-07-414-019	30-21-10-351-016
91-21-03-103-002	91-21-08-460-002	30-21-10-352-002
91-21-03-103-003	91-21-08-460-003	91-21-09-376-007
91-21-03-103-007	91-21-08-459-007	91-21-09-451-011
91-21-03-103-001	91-21-08-327-010	91-21-03-130-018
91-21-03-103-008	91-21-08-327-012	91-21-03-101-003
91-21-03-103-010	91-21-08-327-011	91-21-08-452-015
91-21-03-103-009	93-21-21-200-007	91-21-08-452-014

30-21-23-300-006 91-21-08-456-005 91-21-08-456-006 30-21-04-201-041 91-21-14-100-006 91-21-07-476-019 91-21-07-476-003 91-21-07-476-009 91-15-31-400-035 30-21-04-201-034 30-21-04-201-011 30-21-04-201-039 30-21-06-326-012 91-21-08-457-025 91-21-08-456-008 30-21-06-326-015 25-15-32-300-015 91-15-31-200-009 91-15-31-200-007 25-15-32-100-019 25-15-32-100-020 91-15-31-200-010 30-21-14-100-002 30-21-15-276-002 25-15-29-400-021 25-15-34-100-003 30-21-10-352-004 30-21-10-351-003 91-21-09-476-003 93-21-22-406-903 91-21-08-457-026 25-15-29-300-007 25-15-30-400-008 25-15-29-300-006 25-15-29-300-007 25-15-30-400-007 25-15-30-400-008 91-21-07-431-026 25-15-33-228-002 25-15-33-228-003 91-21-08-384-003 25-15-31-400-037 25-15-31-400-038

25-15-31-280-005

ORDINANCE NO. 954

AN ORDINANCE AUTHORIZING PROPERTY TAX ABATEMENT FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL PROPERTY IMPROVEMENTS IN THE ENTERPRISE ZONE IN THE CITY OF URBANA AND CHAMPAIGN COUNTY

WHEREAS, the City of Urbana, Illinois (the "City") and the County of Champaign, Illinois (the "County") are applying for an Illinois Enterprise Zone designation for a portion of the territory which lies within the City of Urbana and unincorporated areas of Champaign County; and

WHEREAS, both the initial designation as an Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq. and the eventual success of an Enterprise Zone depend upon community support and the nature of incentives to be offered; and

WHEREAS, the Enterprise Zone designation will serve the interest of all local taxing authorities and the entire community by stimulating economic revitalization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS as follows:

- 1. The County endorses a community wide effort to obtain Enterprise Zone designation.
- 2. The County shall take all action appropriate and necessary to join with other taxing bodies in abating increases in real estate taxes as an incentive for economic development within the Enterprise Zone pursuant to the Illinois Enterprise Zone Act, 20 ILCS 655/1 et seq. and further subject to the following limitations:
 - a. The abatement shall pertain only to parcels within the Enterprise Zone which have been improved after the designation of the Enterprise Zone by the State of Illinois.
 - b. The abatement shall pertain only to those projects on parcels within the Enterprise Zone which on or after the first day of Enterprise Zone certification:
 - i. Have been granted a building permit by the City of Urbana, or
 - ii. Exist in unincorporated Champaign County and have either been granted a zoning use permit by Champaign County or involve the rehabilitation of an existing structure that does not require a Champaign County zoning use permit.
 - c. While the abatement is in effect, the County shall continue to receive real estate property taxes based on the equalized assessed value established for the property tax year immediately preceding the year in which the qualifying project is commenced.

- d. The abatement shall apply only to the increase in assessed valuation resulting from the improvements or renovations of the qualifying project.
- e. The abatement shall commence with the first tax year after the improvement has been assessed.
- f. The abatement shall only apply to:
 - i. Commercial or industrial projects of a minimum project cost of \$100,000. Mixed-use projects are only eligible if at least twenty (20) percent of all premise square footage is dedicated to a commercial or industrial use.
 - ii. New construction projects of a minimum project cost of \$80,000 creating at least one:
 - 1. single family residence,
 - 2. duplex or two-family residence,
 - 3. townhome, or
 - 4. other zero-lot-line single family residence.
- g. The abatement for a particular project referenced in subsection 2.f shall be in effect according to the following criteria:
 - i. The abatement for qualifying commercial, industrial or mixed-use projects which result in the creation of not more than ten (10) full-time jobs shall be in effect for a period of five (5) years and shall be applied to the taxes corresponding to the increase in assessed value resulting from improvements according to the following schedule:

Tax Year 1: 100% abatement Tax Year 2: 80% abatement Tax Year 3: 60% abatement Tax Year 4: 40% abatement Tax Year 5: 20% abatement

ii. The abatement for qualifying commercial, industrial or mixed-use projects which result in the creation of not less than eleven (11) full-time jobs and not more than forty-nine (49) full-time jobs shall be in effect for a period of six (6) years and shall be applied to the taxes corresponding to the increase in assessed valuation resulting from improvements according to the following schedule:

Tax Year 1: 100% abatement

Tax Year 2: 100% abatement

Tax Year 3: 80% abatement

Tax Year 4: 60% abatement

Tax Year 5: 40% abatement

Tax Year 6: 20% abatement

iii. The abatement for qualifying commercial, industrial or mixed-use projects which result in the creation of not less than fifty (50) full-time jobs shall be in effect for a period of seven (7) years and shall be applied to the taxes corresponding to the increase in assessed valuation resulting from improvements according to the following schedule:

> Tax Year 1: 100% abatement Tax Year 2: 100% abatement Tax Year 3: 100% abatement Tax Year 4: 80% abatement Tax Year 5: 60% abatement Tax Year 6: 40% abatement Tax Year 7: 20% abatement

iv. The abatement for a qualifying residential project shall be in effect for a period of five (5) years and shall be applied only to the taxes corresponding to the increase in assessed valuation resulting from new construction according to the following schedule:

Tax Year 1: 100% abatement Tax Year 2: 80% abatement Tax Year 3: 60% abatement Tax Year 4: 40% abatement Tax Year 5: 20% abatement

- h. The said real estate tax abatement shall terminate upon the expiration of the Enterprise Zone designation.
- i. In the case of property within a redevelopment area created pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3 et. seq., no abatement shall be granted.
- 3. The County Clerk is hereby directed to send a certified copy of this Ordinance to the City Clerk of the City of Urbana.
- 4. Notice hereunder shall be considered delivered, whether delivered personally or sent by certified mail, postage prepaid, to:

Mayor of Urbana City of Urbana 400 S. Vine Street Urbana, IL 61801 County Administrator Champaign County 1776 E. Washington Street Urbana, IL 61802 Enterprise Zone Administrator City of Urbana 400 S. Vine Street Urbana, IL 61801 Deputy Enterprise Zone Administrator Champaign County Regional Planning Commission 1776 E. Washington Street Urbana, IL 61802

PRESENTED, ADOPTED, APPROVED, AND RECORDED this _____ day of

_____, A.D. 2014.

Alan Kurtz, Chair Champaign County Board

ATTEST:

Gordy Hulten, County Clerk and *Ex-Officio* Clerk of the Champaign County Board

RESOLUTION NO. 9074

RESOLUTION APPROVING AN ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND THE COUNTY OF CHAMPAIGN, ILLINOIS

WHEREAS, the City of Urbana, Illinois (the "City), is a home-rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, the County of Champaign, Illinois (the "County"), is a unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the City and County to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the City and the County seek to enter into an intergovernmental agreement for the designation, approval by the State of Illinois, commencement, and operation of an Enterprise Zone;

WHEREAS, the City and the County have adopted ordinances establishing an Enterprise Zone (the "Ordinances"); and

WHEREAS, the Ordinances are required for a joint application by the City and the County to the State of Illinois for designation of an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (20 ILCS 655/1, et seq.) (the "Act").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF CHAMPAIGN, ILLINOIS, as follows:

Section 1. That the agreement entitled "Enterprise Zone Intergovernmental Agreement between the City of Urbana and Champaign County", in substantially the form appended hereto and incorporated by reference into this Resolution is hereby approved.

Section 2. That the County Board Chairman and County Clerk are hereby directed to execute said Agreement in substantially the form appended hereto.

Section 3. That the County Clerk is hereby directed to transmit a copy of this Resolution to the City of Urbana City Clerk.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 20th day of November A.D. 2014.

Alan Kurtz, Chair Champaign County Board

ATTEST: _____

Gordy Hulten, County Clerk and *Ex-Officio* Clerk of the Champaign County Board

ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA AND CHAMPAIGN COUNTY

This Enterprise Zone Intergovernmental Agreement Between the City of Urbana and Champaign County (hereinafter, "Agreement") is entered into this _____ day of _____, 2014, by and between the City of Urbana, Illinois (hereinafter, the "City") and the County of Champaign, Illinois (hereinafter, the "County") (collectively, hereinafter, the "Parties").

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation.

WHEREAS, the Parties have each adopted ordinances (hereinafter collectively referred to as "the Ordinances") establishing an Enterprise Zone (hereinafter, "Zone") including portions of real property located in both the City and the County;

WHEREAS, this Agreement is part of a joint application to the State of Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as "the Department") by the Parties for designation of an Enterprise Zone under the provisions of the Illinois Enterprise Zone Act (20 ILCS 655/1, et seq.) (hereinafter referred to as "Act"); and

WHEREAS, if the joint Zone application of the Parties is approved by the State of Illinois pursuant to the Act, the Parties desire to establish, maintain, and jointly operate a Zone in an efficient and effective manner in keeping with the terms of the Act and the rules and regulations promulgated by the Department for the operation of a Zone.

NOW, in exchange of good, valuable and mutual consideration which the Parties acknowledge as having in hand received and in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

SECTION 1: <u>Description of Zone Area.</u> The boundaries of the Zone are those set forth in the Ordinances as approved by both Parties and the Department in accordance with the Act. The boundaries of the Zone are also set forth in the legal description attached hereto, marked "Exhibit A" and made a part hereof.

SECTION 2: <u>Term and Effect.</u> The term of the Zone shall commence on January 1, 2016 or such other date as certified by the Department pursuant to the Act, and shall terminate at midnight on December 31, the 15th year after the year in which the Zone is certified, unless otherwise provided for by the Department or if the Zone is earlier decertified in accordance with the Act.

SECTION 3. <u>Incentives and Benefits Offered in the Zone</u>. The Parties shall offer the following incentives:

- (a) <u>Property Tax Abatements</u>: The Parties shall take all action appropriate and necessary to join with other taxing bodies in abating increases in real estate taxes as an incentive for economic development within the Zone pursuant to the Act, the Ordinances, and further subject to the authorization and limitations set forth in resolution or ordinance by any participating taxing body.
- (b) <u>Building Materials Exemption Certificates</u>: The City and the County shall offer "Building Materials Exemption Certificates", as defined in the Act, to those eligible projects pursuant to the Act and further subject to the limitations set forth in the Ordinances.

SECTION 4: Management of the Enterprise Zone.

- (a) <u>Zone Administrator</u>. The Mayor of the City of Urbana shall appoint the Administrator of the Enterprise Zone (the "Administrator").
- (b) <u>Deputy Zone Administrator</u>. The Executive Director of the Champaign County Regional Planning Commission, or his or her designated employee of said Regional Planning Commission, shall be Deputy Administrator of the Enterprise Zone (the "Deputy").
- (c) The duties and responsibilities of the Zone Administrator and the Deputy Zone Administrator shall be as follows:
 - (1) <u>Administration; Project Eligibility.</u> The Administrator shall administer and enforce the Agreement and operate and manage the Zone, to the extent that the Zone includes properties located within the City. The Deputy shall administer and enforce the Agreement, and operate and manage the Zone, to the extent that the Zone includes properties located outside of the City.
 - (2) <u>Records.</u> The Administrator and Deputy shall maintain records associated with Zone activities and projects located within their respective jurisdictions and necessary to the preparation of reports required by the State of Illinois.
 - (3) <u>Reporting.</u> The Administrator and Deputy shall convene two meetings annually of representatives of all taxing partners participating in the Zone to provide information on incentives, Zone amendments and all other Zone business. A meeting shall be noticed and convened twice each year during which the Zone shall be in effect. The meetings shall be noticed and conducted in accordance with the Illinois Open Meetings Act.
 - (4) <u>Administrative Rules and Guidelines.</u> The Administrator and Deputy shall, pertinent to their respective duties, create, document and make available to the public such administrative rules and guidelines as are deemed necessary to operate and manage the Zone. Such administrative rules and guidelines shall be supportive of, fully consistent with, and subsidiary to: 1) the provisions and intent of the Act, the Ordinances, and this Agreement; and, 2) the directives of the Department. Such administrative rules and guidelines shall also be supportive of and consistent with the authorizations and limitations of any taxing body which abates increases in real estate taxes as an incentive for economic development within the Zone pursuant to the Act.

SECTION 5. Cost of Zone Management and Operation.

- (a) Operating expenses for the administration of the Zone may include, but are not limited to:
 - (1) Staff salaries and fringe benefits of the Administrator and Deputy shall be the responsibility of the City and the County, respectively.
 - (2) Dues, fees and travel expenses associated with professional development and training specific to the administration of the Zone for the Administrator and Deputy shall be the responsibility of the City and the County, respectively.
 - (3) All other expenses shall be paid for by the City unless otherwise agreed to by the County, including:
 - i. Expenses related to promoting the incentives and benefits of the Zone and engaging businesses operating within the Zone, e.g. marketing, advertising, events, workshops and presentations.
 - ii. Clerical, copying, printing, postage and minor equipment expenses associated with annual meetings and reporting to the State of Illinois and the Department.
 - iii. Consulting services for the establishment and revision of administrative and operating procedures, marketing programs, modification to Zone boundaries or incentives, initiation of Designated Zone Organizations and projects.

SECTION 6: <u>Designated Zone Organizations</u>. The Administrator or Deputy may recommend one or more organizations that may qualify as Designated Zone Organizations under the provisions of the Act. Upon approval by both the Administrator and Deputy, the Designated Zone Organization may:

- (a) Exercise authority for the enforcement of any code, permit, or licensing procedure within the Zone;
- (b) Provide a forum for business, labor and government action or enterprise zone innovations;
- (c) Receive title to publicly-owned land;
- (d) Solicit and receive contributions to improve the quality of life in the Zone; and
- (e) Perform such other functions as the Parties may deem appropriate, not inconsistent with the Act.

SECTION 7. <u>Notices</u>. Notice hereunder shall be considered delivered, whether delivered personally or sent by certified mail, return-receipt requested, postage prepaid, to:

Mayor of Urbana City of Urbana 400 S. Vine Street Urbana, IL 61801 County Administrator Champaign County 1776 E. Washington Street Urbana, IL 61802 Enterprise Zone Administrator City of Urbana 400 S. Vine Street Urbana, IL 61801 Deputy Enterprise Zone Administrator Champaign County Regional Planning Commission 1776 E. Washington Street Urbana, IL 61802

Notices sent by certified mail, return-receipt requested shall be deemed effective the fourth day following placement with the U.S. Postal Service if placed in a properly stamped and addressed envelope. Notices delivered personally shall be deemed effective the day following the day of personal delivery.

This Agreement is made as of the year and day first above written.

CITY OF URBANA, ILLINOIS

COUNTY OF CHAMPAIGN, ILLINOIS

By: _____

Mayor

By: _____

Board Chair

Attest:

Ву: ____

City Clerk

County Clerk

EXHIBIT A

Legal Description

The boundary of the Urbana Enterprise Zone is represented in the attached map. This boundary is inclusive of all of the parcels identified below by their respective Parcel Index Numbers as of November 19th, 2014.

91-21-03-102-005	93-21-22-328-004	93-21-28-405-027
91-21-03-102-006	93-21-22-329-001	93-21-28-408-002
91-21-10-403-007	93-21-22-329-004	93-21-28-408-012
91-21-10-403-019	93-21-22-329-007	93-21-28-407-011
91-21-10-403-020	93-21-22-331-003	93-21-28-404-008
91-21-10-404-010	93-21-22-331-005	93-21-22-351-007
91-21-10-404-017	93-21-22-331-007	93-21-22-427-012
91-21-10-408-002	93-21-22-332-003	93-21-22-427-011
91-21-10-409-009	93-21-22-332-004	93-21-22-427-010
91-21-10-409-010	93-21-22-332-006	93-21-22-426-047
91-21-10-409-018	93-21-22-332-015	93-21-22-426-048
91-21-10-409-021	93-21-22-332-016	91-21-03-102-011
91-21-10-409-022	93-21-22-333-004	91-21-04-228-019
91-21-10-410-027	93-21-22-333-006	91-21-04-228-021
91-21-15-383-010	93-21-22-401-005	25-15-28-451-001
91-21-15-383-009	93-21-22-402-010	25-15-28-451-004
91-21-15-383-004	93-21-22-403-002	25-15-28-451-007
91-21-15-383-003	93-21-22-405-003	25-15-28-451-008
92-21-17-232-009	93-21-22-426-004	25-15-28-451-009
93-21-21-202-001	93-21-22-451-005	25-15-28-451-012
93-21-22-103-019	93-21-22-451-007	25-15-28-452-001
93-21-22-104-009	93-21-22-451-010	25-15-28-452-004
93-21-22-180-002	93-21-22-451-011	25-15-28-452-005
93-21-22-181-004	93-21-22-451-012	25-15-28-476-001
93-21-22-256-003	93-21-22-451-013	25-15-28-476-002
93-21-22-256-004	93-21-22-452-008	25-15-28-476-005
93-21-22-258-012	93-21-28-286-004	25-15-28-476-006
93-21-22-258-014	93-21-28-427-017	25-15-29-300-005
93-21-22-302-002	93-21-28-405-022	25-15-31-400-031
93-21-22-326-003	93-21-28-405-023	25-15-32-100-001
93-21-22-327-001	93-21-28-405-024	25-15-32-100-003
93-21-22-327-002	93-21-28-405-025	25-15-32-100-005
93-21-22-328-003	93-21-28-405-026	25-15-32-100-006

25-15-32-100-007	25-15-33-401-005	25-15-32-451-002
25-15-32-100-008	25-15-33-402-002	25-15-32-451-003
25-15-32-100-013	25-15-33-402-005	25-15-32-476-009
25-15-32-100-015	25-15-33-402-008	25-15-33-100-005
25-15-32-251-008	25-15-33-402-009	25-15-33-100-006
25-15-32-251-009	25-15-33-426-001	25-15-33-100-014
25-15-32-276-001	25-15-33-426-003	25-15-33-100-018
25-15-32-276-002	25-15-33-476-001	25-15-33-227-002
25-15-32-276-004	25-15-34-300-014	25-15-33-227-003
25-15-32-276-016	25-15-34-400-006	25-15-33-227-005
25-15-32-276-019	30-21-04-201-001	25-15-33-227-006
25-15-32-276-023	30-21-04-201-014	25-15-33-227-007
25-15-32-276-024	91-21-04-201-021	25-15-33-227-008
25-15-32-276-025	91-21-04-201-022	25-15-33-227-009
25-15-32-276-026	30-21-04-352-002	25-15-33-251-003
25-15-32-276-027	30-21-04-426-002	25-15-33-251-005
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