

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
WITH SCHOOL DISTRICT #97**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois as follows:

SECTION ONE: FINDINGS. That the findings set forth in the Intergovernmental Agreement attached hereto and made a part hereof as Exhibit A are hereby adopted in their entirety and made a part of this agreement.

SECTION TWO: That the Village President and Village Clerk are authorized and directed to execute the Intergovernmental Agreement with School District #97 for the purposes set forth in the Findings, which Agreement shall conform substantially to the Agreement attached hereto as Exhibit A.

SECTION THREE: That payments to School District #97 under Section 2B of the Agreement attached hereto as Exhibit A, during the first fifteen years of the plan, shall be payable from the Tax Increment Fund; and payments to District #97 for years sixteen through twenty-three of the plan shall be made by paying twenty-five percent of the amount due out of the Tax Increment Fund and seventy-five percent of the amount due out of the General Fund.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of March, 1995, pursuant to a roll call vote as follows:

AYES: Trustees Cole, Fillmore, Pospisil, Rakstang, Schultz and Troelstrup and President Christmas

NAYS: None


ABSENT: None

APPROVED by me this 6th day of March, 1995.



Lawrence B. Christmas
Village President

ATTEST:



Sandra Sokol
Village Clerk

INTERGOVERNMENTAL AGREEMENT

This is an Agreement made the _____ day of February, 1995, between the Village of Oak Park, Illinois, and Oak Park Elementary School District No. 97, Cook County, Illinois.

WHEREAS, the Village of Oak Park is an Illinois municipal corporation (the "Village") duly organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, Oak Park Elementary School District No. 97 (the "School District") is a body politic and corporate duly organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, Article VII, Section 9, of the Illinois Constitution provides that units of local government and school districts may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance, and the Intergovernmental Cooperation Act of 1973, as amended, 5 ILCS 220/1 et seq. provides that municipalities and school districts are public agencies, and that any power or powers, privileges or authority exercised or which may be exercised by a public agency of the State may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, there is in full force and effect in the State, the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act"), and in reliance on the Act, the Village accepted the recommendation of the Joint Review Board and adopted a certain ordinance authorizing tax increment financing for a Redevelopment Project Area commonly described as the Madison Street Business Corridor Tax Increment Financing District (the

"Area"), which Area is shown in the Map attached and made a part of this Agreement as Exhibit A; and

WHEREAS, pursuant to the Madison Street Business Corridor Tax Increment Financing Redevelopment Plan (the "Plan"), a copy of which is attached and made a part hereof as Exhibit B, the Village plans to undertake redevelopment projects within the Area; and

WHEREAS, by the adoption of tax increment financing an assessment base is established which is the total of the most recently ascertained equalized assessed value of all real estate parcels in the Area, which base is known as the total initial equalized value of real property in the Area, and that during the duration of the Plan that portion of the total initial equalized value attributable to the real property of each taxing district in the Area is included in the tax base of each taxing district, instead of current equalized assessed values, for the purpose of calculating the tax rate of each such taxing district; that the rates so determined are applied both to the base and the increase in current equalized assessed values of the properties above the base; that the taxing districts continue to receive tax revenue derived from the application of the tax rates to the base; that the taxes resulting from the application of rates to the increase in current value of the real property in the area above the base is tax increment revenue which, after collection by the County Collector, is distributed to the Village for deposit in the special tax increment allocation fund to be used for payment of eligible redevelopment project costs; and

WHEREAS, the Village has proposed the issuance of obligations payable from real property tax increment revenues to be derived from the Area to fund the proposed development and project detailed in the Plan; and

WHEREAS, the School District has certain real property which constitutes part of its revenue base within the Area; and

WHEREAS, the adoption of the Plan will have an impact on the School District by diverting tax dollars which were originally levied for the purposes of educating the students of the region, from the School District to the special tax increment allocation fund; and

WHEREAS, the School District has raised objections concerning the Village's designation of the area as a tax increment financing district and plan to issue obligations to fund improvements within the Plan Area; and

WHEREAS, the School District has subsequently entered into negotiations with the Village and, as a result of these negotiations, the Village and the School District have entered into the following Agreement.

IT IS HEREBY AGREED between the Village and the School District that for the mutual promises and consideration set forth herein:

1. Term of Plan. The Village agrees to consult with the School District periodically to discuss the term of the Plan as it may relate to completed, ongoing and planned projects.

2. Reimbursement for Lost Revenue.

A. The School District shall each year, beginning with 1996, deliver to the Village a certification of the following information:

(1) The total equalized assessed valuation of all taxable property located within the boundaries of both the School District and the

Area which the Cook County Clerk utilized in calculating the real estate tax rate extended on behalf of the School District for the current tax year (the current EAV).

- (2) The total initial EAV of all taxable real estate located within the boundaries of both the School District and the Area for the fiscal year commencing July 1, 1994 calculated in accordance with the provisions of Section 5/11-74.4-9(a) of the Act.
- (3) The aggregate tax rate extended by the Cook County Clerk on behalf of the School District against the current EAV (e.g., the 1994 tax rate for taxes extended in 1995).
- (4) The amount of ad valorem real estate tax revenue loss of the School District which shall be reimbursed by the Village to the School District for the current tax year calculated in the manner specified in Section (B) below.

B. The amount of real estate tax revenue which the School District will lose each year as a result of designation of the Area shall be calculated by subtracting the total amount that would be produced by extending the current tax rate against the initial EAV certified as directed in Subsection A(2) above from the amount of taxes produced by extending the total tax rate of the School District for the current tax year against the current EAV certified as directed in Subsection A(1) above. The percentage of such loss to be reimbursed annually shall be based on the percentage of

total tax increment collected from real estate located in the Area during the preceding tax year and shall be equal to twenty-five percent (25%) of such tax revenue loss for the first fifteen (15) years of the Plan, and shall be equal to one hundred percent (100%) of such tax revenue loss for years sixteen (16) through twenty-three (23) of the Plan.

- C. After the date of receipt of such distribution of real estate taxes from the County Treasurer, the Village Treasurer shall pay to the School District, no later than November 15 of each year, the percentage of the total reimbursement of tax revenue loss, as provided in 2.B above, due for the current tax year.
- D. The parties acknowledge that the Village will not collect any increment for the tax year 1994 and therefore the obligation to pay the amount to be reimbursed to the School District for loss of revenue from ad valorem taxes as a result of designation of the Plan and Area shall commence with the 1995 tax year.

3. Annual Meeting. The Village Manager, the Village President or his designee shall attend an annual meeting with the official representatives of the School District, to be conducted in conjunction with the annual meeting of the Joint Review Board, to review the status of the Plan and all Plan expenditures incurred and paid during the prior 12 month-period as well as to report upon any Plan projects and expenditures proposed for the subsequent 12 month-period and obtain the School District's comments.

4. Mutual Release. In consideration of the promises each to the other made as set forth in this Agreement, the Village and the School District hereby release and discharge each other and their respective governing boards, their members, officers, agents, employees, successors and assigns, and each and every one of them, of any and all claims, demands and obligations and causes of action of every kind and nature, at law or in equity, which either may now have or claim to have or which may hereafter accrue against the other by reason of the Village's designation of the Area as a tax increment financing district, except for either for either parties' subsequent breach of this Agreement.

5. Enforcement. The Village and School District agree that in the event either party to this Agreement should fail to perform or avoid its obligations hereunder, the party not in breach may initiate an action in the Circuit Court of Cook County to enforce the terms and conditions set forth herein and shall be permitted to assess all costs and reasonable attorneys fees incurred by reason of such enforcement action against the party in breach, which costs and reasonable attorneys fees shall be promptly paid.

6. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements or undertakings, either oral or written, express or implied, between them other than as herein set forth.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Village and the School District and their respective legal representatives and successors. Unless previously terminated by written agreement of the parties, this Agreement shall remain in effect until the Village terminates the designation of the Plan in the manner provided by the

Act and all obligations and responsibilities which have accrued prior to the termination date shall remain in effect until satisfied.

8. Partial Invalidity. The clauses, provisions and sections of this Agreement shall be deemed to be separable and the invalidity of any portion of this Agreement shall not effect the validity and enforceability of the remainder.

9. Amendments. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the Village of Oak Park, Illinois, and Oak Park Elementary School District No. 97, Cook County, Illinois, have each caused this Agreement to be approved by a duly adopted ordinance or resolution, respectively, and signed on their behalf by their authorized officers as of the day and year above mentioned.

VILLAGE OF OAK PARK, ILLINOIS

By: Lauren B. Christmas March 7, 1995
Village President

ATTEST:

Sandra Sokol
Village Clerk
(SEAL)

OAK PARK ELEMENTARY SCHOOL DISTRICT
NO. 97, COOK COUNTY, ILLINOIS

By: Eric Pedersen
Board President

ATTEST:

Kathleen Substia
Board