

INTERGOVERNMENTAL AGREEMENT

by and between
VILLAGE OF WOODRIDGE, DUPAGE, WILL, AND COOK COUNTIES, ILLINOIS
WOODRIDGE TAX 75TH STREET CORRIDOR
TAX INCREMENT FINANCING (TIF) DISTRICT
and
CENTER CASS GRADE SCHOOL DISTRICT #66
and
COMMUNITY HIGH SCHOOL DISTRICT #99
and
DOWNERS GROVE GRADE SCHOOL DISTRICT #58
and
WOODRIDGE GRADE SCHOOL DISTRICT #68
and
WOODRIDGE PUBLIC LIBRARY DISTRICT
and
DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT
and
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
and
COLLEGE OF DUPAGE #502
and
DOWNERS GROVE TOWNSHIP
and
LISLE TOWNSHIP
and
COUNTY OF DUPAGE
and
DOWNERS GROVE PARK DISTRICT
and
WOODRIDGE PARK DISTRICT

_____, 2026

INTERGOVERNMENTAL AGREEMENT
by and between
VILLAGE OF WOODRIDGE, DUPAGE, WILL, AND COOK COUNTIES, ILLINOIS
WOODRIDGE TAX 75TH STREET CORRIDOR
TAX INCREMENT FINANCING (TIF) DISTRICT
and
CENTER CASS GRADE SCHOOL DISTRICT #66
and
COMMUNITY HIGH SCHOOL DISTRICT #99
and
DOWNERS GROVE GRADE SCHOOL DISTRICT #58
and
WOODRIDGE GRADE SCHOOL DISTRICT #68
and
WOODRIDGE PUBLIC LIBRARY DISTRICT
and
DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT
and
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
and
COLLEGE OF DUPAGE #502
and
DOWNERS GROVE TOWNSHIP
and
LISLE TOWNSHIP
and
COUNTY OF DUPAGE
and
DOWNERS GROVE PARK DISTRICT
and
WOODRIDGE PARK DISTRICT

This Intergovernmental Agreement is entered into this _____ day of _____, 2026, by and between the **Village of Woodridge**, DuPage, Will, and Cook Counties, Illinois, an Illinois Home-Rule Municipal Corporation (the “Village”) and: **Center Cass Grade School District #66**, a duly organized Illinois School District; **Community High School District #99**, a duly organized Illinois School District; **Downers Grove Grade School District #58**, a duly organized Illinois School District; **Woodridge Grade School District #68**, a duly organized Illinois School District; **Woodridge Public Library District**, a duly organized Illinois Library District; **Darien-Woodridge Fire Protection District**, a duly organized Illinois Fire Protection District; **Lisle-Woodridge Fire Protection District**, a duly organized Illinois Fire Protection District; **College of DuPage #502**, a duly organized Illinois Community College District; **Downers Grove Township** (including the Township Road and Bridge Fund), a duly organized Illinois township; **Lisle Township** (including the Township Road and Bridge Fund), a duly organized Illinois Township; **County of DuPage**, a duly organized Illinois County; **Downers Grove Park District**, a duly organized Illinois Park District; and **Woodridge Park District**, a duly organized Illinois Park District (collectively the “**Taxing Districts**”), pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes. For convenience, the

Village and the Taxing Districts may herein be referred to as the “Parties.”

PREAMBLE

WHEREAS, the Village is a municipal corporation organized under the constitution and statutes of the State of Illinois; and

WHEREAS, Center Cass Grade School District #66 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Community High School District #99 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Downers Grove Grade School District #58 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Woodridge Grade School District #68 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, the Woodridge Public Library District is a library district organized under the statutes of the State of Illinois; and

WHEREAS, the Darien-Woodridge Fire Protection District is a fire protection district organized under the statutes of the State of Illinois; and

WHEREAS, the Lisle-Woodridge Fire Protection District is a fire protection district organized under the statutes of the State of Illinois; and

WHEREAS, the College of DuPage #502 is a community college district organized under the statutes of the State of Illinois; and

WHEREAS, Downers Grove Township, including the Township Road and Bridge Fund, is a township district organized under the statutes of the State of Illinois; and

WHEREAS, the Lisle Township, including the Township Road and Bridge Fund, is a township district organized under the statutes of the State of Illinois; and

WHEREAS, the County of DuPage is a county unit of government organized under the statutes of the State of Illinois; and

WHEREAS, the Downers Grove Park District is a municipal corporation organized as a Park District under the Statutes of the State of Illinois; and

WHEREAS, the Woodridge Park District is a municipal corporation organized as a Park District under the Statutes of the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by taxing districts and municipalities as well as other public bodies politic; and

WHEREAS, the Village has the authority under the Expenses for Economic Development Act (65 ILCS 5/8-1-2.5), to appropriate and expend funds for economic development purposes, including, but not limited to, the making of grants to other governmental entities that is deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq. and the "TIF Act"), provides authority to an Illinois municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project; and

WHEREAS, the Village intends to adopt a Redevelopment Plan and Projects and designate a Redevelopment Project Area pursuant to the TIF Act for the 75th Street Corridor Tax Increment Financing (TIF) District (the "TIF District"), which area is located within the Taxing Districts; and

WHEREAS, pursuant to Section 5/11-74.4-3(t) of the TIF Act, "**Taxing Districts**" means counties, townships, cities and incorporated towns and villages, school, road, park, sanitary, mosquito abatement, forest preserve, public health, fire protection, river conservancy, tuberculosis sanitarium and any other municipal corporations or districts with the power to levy taxes; and

WHEREAS, pursuant to Section 65 ILCS 5/11-74.4-8(a) of the TIF Act, the portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the redevelopment project area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

WHEREAS, pursuant to Section 5/11-74.4-8 of the TIF Act and the Illinois School Code by which Illinois public schools currently receive funding through the Evidence Based Funding Formula, no part of the current equalized assessed valuation of each property in the redevelopment project area attributable to any increase above the total initial equalized assessed value, or the total initial equalized assessed value as adjusted, of such properties shall be used in calculating the general State school aid formula, provided for in Section 18-8 of the School Code, until such time as the TIF District has ended; and

WHEREAS, pursuant to Section 11-74.4-7 of the TIF Act, any pledge of funds in the special tax allocation fund shall provide for distribution to the taxing districts of moneys not required, pledged, earmarked, or otherwise designated for payment and securing of the obligations and anticipated redevelopment project costs and such excess funds shall be calculated annually and deemed to be "surplus" funds; and

WHEREAS, pursuant to the proposed TIF District Redevelopment Plan and Projects and the TIF Act the Village shall on an annual basis during the life of the TIF District set aside from the 75th Street Corridor TIF District Special Tax Allocation Fund (the “TIF Fund”) and declare as surplus funds such incremental property tax revenues as set forth in *Section “A”* of this Intergovernmental Agreement; and

WHEREAS, such TIF Surplus Funds annually declared by the Village shall be returned to the County Collector for redistribution to the Taxing Districts in lieu of reimbursing a portion of the anticipated capital costs for which the Village could otherwise reimburse to Taxing Districts incurring such capital costs in furtherance of the goals and objectives of the TIF District Redevelopment Plan and Projects; and

WHEREAS, any payments provided for hereunder are not payments in lieu of taxes as defined by the TIF Act; and

WHEREAS, this Agreement is subject to and contingent in its entirety on the Village’s successful establishment of the 75th Street Corridor TIF District; and

WHEREAS, pursuant to the *Anticipated Measures to Address Financial Impact* cited in the proposed TIF District Redevelopment Plan, the Village has determined that it wishes to reduce the perceived impact on the real estate tax base of the Taxing Bodies from the establishment of the TIF District as described below; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the TIF District Redevelopment Plan and Projects, designation of the Project Area, and adoption of tax increment financing and, therefore through this Agreement, mutually provide for the best interests of their communities and constituents; and

WHEREAS, the Parties hereby declare that this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; the Tax Increment Allocation Redevelopment Act (*65 ILCS 5/11-74.4-1 et. seq.*) and other applicable statutes.

AGREEMENTS

NOW THEREFORE, in consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find that all of the recitals contained in the preamble to this Agreement are full, true and correct and incorporate them into this Agreement by this reference and further agree as follows:

A. ANNUAL DECLARATION OF TIF SURPLUS FUNDS

1. **Annual Declaration of TIF Surplus Funds:** The Parties acknowledge that the Village shall during the life of the TIF district, by municipal ordinance annually declare a portion of the incremental real estate tax revenues (the “TIF Increment”) generated within the TIF District as “TIF Surplus Funds” pursuant

to *Section 11-74.4-7* of the TIF Act and in the manner set forth below:

- a. On an annual basis and during the life of the TIF District the Village shall set aside from the 75th Street Corridor TIF District Special Tax Allocation Fund ("TIF Fund") and declare as TIF Surplus Funds **Eight (8.0%)** of the annual incremental property tax revenues received by the Village from DuPage County as may be generated within the TIF District Redevelopment Project Area, and shall promptly return such percentage of TIF Surplus Funds allocation to the County Collector for redistribution to the affected taxing districts on a pro-rata basis as provided in the TIF Act.
- b. **Specific Parcel TIF Surplus Funds Designation.** In lieu of the TIF Surplus Funds designation specified in *Subparagraph "a"* above, the Village shall annually declare TIF Surplus Funds in the sum of **One Hundred Percent (100.0%)** of the annual incremental property taxes received by the Village from DuPage County as may be generated from those parcels with **PIN 0825200009** (currently common address of 2340 75th Street) and **PIN 0930401135** (currently common address of 1335 75th Street).

In lieu of the TIF Surplus Funds designation specified in *Subparagraph "a"* above, the Village shall annually declare TIF Surplus Funds in the sum of **Twenty-Five Percent (25.0%)** of the annual incremental property taxes received by the Village from DuPage County as may be generated from the parcels identified below:

1. **PIN 0825307040** (Current common address of 2401-57 W 75th Street);
2. **PIN 0825307028** (Current common address of 7500 Janes Avenue);
3. **PIN 0825110009** (Current common address of 7400 Janes Avenue);
4. **PIN 0825400035** and **PIN 0825400036** (Current common address of 7515 Janes Avenue).

For all Additional TIF Surplus parcels identified in this *Subparagraph "b"* the Additional TIF Surplus Funds shall be annually declared and returned to DuPage County for redistribution to the affected Taxing Districts provided that such parcel(s) does not have a Village agreed and approved redevelopment agreement in effect at the time the TIF Surplus Funds are annually declared.

All TIF Surplus Funds in the TIF Fund as may be received by the Village shall be distributed no later than annually within 180 days after the close of the Village's fiscal year by being paid by the Village Treasurer to the County Collector in direct proportion to the tax incremental revenue received as a result of an increase in the equalized assessed value of property in the redevelopment project area. The County Collector shall thereafter make distribution to the respective Taxing Districts in the same manner and proportion as the most recent distribution by the County

Collector to affected taxing districts of real property taxes from real property in the redevelopment project area.

- c. If a refund or reimbursement of tax increment is potentially due from the Village's Special Tax Allocation Fund for any reason, including but not limited to any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom for any property located within the TIF District Redevelopment Project Area, the Village may at its sole discretion withhold a proportional amount of the TIF Surplus Funds in question that are due the Taxing Districts hereunder until the time such action is resolved.
- d. The Village shall have the right to unilaterally declare this TIF Surplus Funds provision null and void and no declaration of such TIF Surplus Funds shall be made by the Village in any year during the life of the TIF District in which the establishment or annual administration of the TIF District is, in any manner, being challenged in a court of law.
- e. Without prejudice to any other right or claim which the Taxing Districts may have against the Village, the Taxing Districts hereby waive any claim under the statutory provision of the TIF Act for any other TIF funds unless otherwise agreed to in writing with the Village.
- f. Pursuant to *Section 5/11-74.4-3 (g)(7)* of the TIF Act and notwithstanding anything in this Agreement to the contrary, the Village hereby reserves the authority in the Village's sole discretion to separately reimburse all or a portion of a taxing district's capital costs that are incurred or are to be incurred within a taxing district for which such capital costs: (i) result from the TIF District redevelopment project; (ii) are in furtherance of the objectives of the TIF District redevelopment plan and project; and (iii) are the subject of a written agreement that is accepted and approved by the Village.

B. REIMBURSEMENT OF CAPITAL COSTS

Pursuant to *Section 5/11-74.4-3(u)* of the TIF Act, "**Taxing districts' capital costs**" means those costs of taxing districts for capital improvements that are found by the municipal corporate authorities to be necessary and directly result from the redevelopment project.

- 1. **Capital Cost Reimbursements.** The Parties agree that the Village may approve Intergovernmental Agreements with a taxing district during the life of the TIF District if additional impact(s) are found by the Village to have resulted from development within the Redevelopment Project Area. Furthermore, if any portion of the Village's TIF funds are paid as a reimbursement for additional capital costs that a taxing district(s) incurs and as may be attributable to development occurring within the TIF District, the taxing district(s) shall be required to provide the Village with an accounting of said capital costs as part of an ongoing impact analysis.

2. **Bond Referendum Tax Rate.** The Parties agree that upon an increase in a Taxing District's total real estate tax rate as the result of a Bond Referendum passed and approved by the voters of the Taxing District during the life of the TIF District and in accordance with applicable law, the Village agrees to set aside annually within the 75th Street Corridor TIF District Special Tax Allocation Fund a sum equal to the real estate tax increase generated as a direct result of the increase in the Taxing District's real estate tax rate over its operating rate and bond rate(s) levied prior to this Agreement and as a consequence of said approved Bond Referendum approved after this Agreement and shall distribute said sum to that Taxing District for the reimbursement of capital costs as described below. The Parties agree that the term "*operating tax rate*" as used herein for school districts shall have the same meaning as that set forth in the Evidence-Based Funding for Student Success statute of the School Code of Illinois (105 ILCS 5/18-8.15 (a)(4)).

3. **Reimbursement of Capital Costs for New Residential Construction.** The Parties agree and the Village Board has determined that the construction of certain **new residential development** within the boundaries of the TIF District may result in a net increase in enrollment for one more School District(s) and thereby cause the School District to incur increased capital costs with regard to school buildings and facilities and thereby result in the need for additional capital improvements which are necessary and directly result from the redevelopment projects. Therefore, with regard to any private redevelopment project that has a redevelopment agreement approved by the Village that provides TIF assistance, for which new, **non-age-restricted housing** is constructed during the life of the TIF District, the

Village shall in addition to an annual declaration of TIF Surplus Funds as provided in **Section "A"** of this Agreement:

- a. Reimburse the affected secondary school district **Nine Percent (9%)** of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said secondary school district; and
- b. Reimburse the affected elementary school district **Eighteen Percent (18%)** of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said elementary school district; and
- c. Annual reimbursements payable by the Village to affected secondary and elementary school districts pursuant to **Sections "B(3)(a) and B(3)(b)"** above shall not exceed **Twenty-Seven Percent (27.0%)** in the aggregate of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said secondary school district, unless this agreement is amended pursuant to **Section "D(4)"** below, or such additional assistance is approved by the affected parties in a separate

Intergovernmental Agreement.

- d. For the avoidance of doubt, the Village and the affected school districts agree that for new , non-age restricted housing constructed during the life of the TIF District, the annual reimbursements provided for in Sections B(3)(a) and B(3)(b), and the proportionate amounts obligated to the schools as part of the annual TIF Surplus Funds determined pursuant to Section A(1)(a), shall be determined and payable by the Village solely from annual incremental property tax revenues received by the Village from DuPage County. Therefore, notwithstanding reimbursements payable by the Village pursuant to Section B(2), if any, the amount of gross real estate tax increment herein obligated by the Village as may be received from such new, non-age restricted housing for affected secondary and elementary school districts pursuant to Sections A(1)(a), B(3)(a), and B(3)(b) above shall not cumulatively exceed Thirty Five Percent (35%).
- e. The Village and the affected school districts further agree that should new residential development cause an extraordinary impact on one or more of the affected school districts, the school district(s) may present the Village with evidence of such impact, including a report from a third party consultant, and the Village will make a good faith effort to provide additional reimbursement to address such impact to the extent such additional real estate tax increment generated by new, non-age restricted residential development within the affected real estate tax code is available.

“Age-restricted housing” is herein defined as residential housing that legally limits residency based on age, to people 55 or older, and is specifically designed to accommodate the lifestyle needs of older adults.

“New residential development” is herein defined as residential housing constructed on undeveloped or vacant land (such as a former golf course), residential housing constructed on land recently cleared of some other improvements through demolition or the removal of the prior improvements, and existing residential housing renovated or rehabilitated to the extent that an independent objective observer would consider the residential housing to be essentially new given the extent of the renovation or rehabilitation.

A School District shall use all TIF funds described in this *Paragraph “B(3)”* for **“capital costs”** and job training costs (defined below) relating to any facility and/or educational program of the School District which serves students who reside within the Village of Woodridge. For purposes of this Agreement, the term *“capital costs”* shall mean expenditures for the purchase, rental, or use of “capital assets” or “non-capitalized equipment” as those terms are defined in the current Illinois State Board of Education Regulations. Examples of “capital costs” may include:

- a. Acquisition of land to serve the immediate or future needs of children from the development;
- b. Improvement to any existing school site which already serves such needs;

- c. Development of classrooms, parking lots, sidewalks, traffic signals, internal roadways, connections with water, sewer and electrical lines; playgrounds; recreation grounds and athletic fields;
- d. Construction, remodeling or renovation of school facilities;
- e. Purchase and prefabrication of classroom units;
- f. Material, goods or equipment having a depreciable life of more than 1-year;
- g. Buses, maintenance equipment, office equipment, district vehicles, or playground equipment;
- h. Any other capital equipment deemed necessary by the School District; and
- i. Any expenditures associated with advanced vocational education programs such as Vocational Building Trades.

C. DEVELOPMENT IMPACT FEES

Pursuant to the Illinois Municipal Code (*65 ILCS 5/11-12-5*) and *Section 31A-3* of the Village Code, as well as Title 10 entitled “*Subdivisions*,” Chapter 5 entitled “*Required Improvements*,” Section 12 entitled “*Dedication of Park Lands and School Donations*,” the Village shall include language in Private Redevelopment Agreements that are executed for private redevelopment projects within the TIF District a requirement for such applicable “Impact Fees,” including but not limited to, cash donations or impact fees payable by a Developer contribution to be used specifically for construction of school buildings or other infrastructure necessitated by said new development.

D. GENERAL PROVISIONS

1. **Binding Effect:** This Agreement shall be binding on the Parties and their respective successors, including successors in office. Should any of the Taxing Districts merge with another Taxing District, this Agreement shall apply to the successor Taxing District. Further, should any of the Taxing Districts not approve or sign this Agreement, the Agreement shall bind those Taxing Districts that approve or sign the Agreement, despite the failure to approve the Agreement by any other Taxing District(s) except that the Parties hereby specifically acknowledge, notwithstanding anything herein to the contrary, that the Village’s approval and execution of this Agreement is subject to the school districts, library district, park districts, and fire protection districts executing this Agreement on or before May 1, 2026, or this agreement automatically becomes null and void absent a mutually agreeable amendment.
2. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. **Term:** This Agreement shall become effective upon its execution by the Taxing Districts and shall remain in effect until either the Village adopts an Ordinance dissolving the TIF District, or until the termination of the TIF District as adopted in the Redevelopment Plan, whichever is earlier.

4. **Amendments, Waivers, Modifications:** No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
5. **Real Estate Tax Increment Information:** The Administrators of this TIF District Redevelopment Plan and the Village agree to provide the Taxing Districts with information developed to establish the initial equalized assessed valuation of the TIF District and the calculations for successive years' computation of the real estate increment for the TIF District as a whole. The Administrators further agree to provide the Taxing Districts with a copy of the TIF Annual Report when it is presented to the Village Board and such other documents or information required by law to be provided to the Taxing Districts.
6. **Enforcement:** The Parties agree that in the event any Party to this Agreement fails to perform or avoids its obligations hereunder, any Party not in breach may initiate an action in the local circuit court 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.
7. **Waiver of Objections:** The Taxing Districts by their execution and approval of this Agreement hereby waive forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment or administration of the TIF District including the Redevelopment Plan, Projects and Area as proposed and approved by the Village. The Taxing Districts further acknowledge that the Village shall not declare TIF Surplus Funds or reimburse Capital Costs for new, non-age restricted development during any year in which the establishment or qualifications of the TIF District is the subject of a legal challenge. Furthermore, the Taxing Districts may not contest, challenge or otherwise object to the calculation of any surplus funds or capital costs reimbursement declared by the Village hereunder, after a period that is one year from the date said payment of surplus funds is issued by the County to the Taxing Districts. Nothing contained herein is to be construed to give the Taxing Districts any right to participate in the administration of the TIF District Redevelopment Plan or Projects. This waiver does not limit or prohibit the Taxing Districts from contesting the Village's distribution of TIF Funds as it relates to this Agreement. In the event the Village fails to perform any obligations within this Agreement, this *Paragraph "D (7)"* is null and void.
8. **Indemnification and Non-waiver:** Each Taxing District individually shall indemnify and hold harmless the Village, its agents, board members, attorneys, officers, representatives, and employees (in both their individual and official capacities) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses, expert witness fees and costs of investigations, and reasonable attorneys' fees) which may arise directly or indirectly from (i) from any default or breach of the terms of this Agreement by the Taxing District; or (ii) from any reckless or willful misconduct of the Taxing District or any of

its contractors, subcontractors or agents or employees thereof (so long as such contractor, subcontractor or agent or employee is hired by the Taxing District). This paragraph shall not apply, and the Taxing District shall have no obligation whatsoever, with respect to any acts of reckless or willful misconduct on the part of the Village or any of its officers, agents, employees, or contractors.

- a. The Village covenants and agrees to defend, indemnify and hold the Taxing Districts and their officers, board members, attorneys, agents, employees and representatives (in both their individual and official capacities) harmless from all claims, suits, costs or expenses, or other causes of action of any kind (including expert witness and attorney's fees, and costs of investigations) ("Loss") of defending any claims or actions contesting the validity or legality of the Woodridge 75th Street Corridor TIF District Redevelopment Plan, Project, and Area, or this Agreement. The Village covenants and agrees to indemnify, defend, and hold harmless each Taxing District against any Loss brought against the Taxing District arising from or in connection with the acts or omissions of the Village or its employees or agents related to this Agreement or the Village's breach of this Agreement, provided that said Loss has not been caused by the negligence or misconduct of the respective Taxing District and its employees.
 - b. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including but not limited to any immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et. seq.*), the State Employee Indemnification Act (5 ILCS 350/1, *et. seq.*), or otherwise provided by law.
9. **Final Payments.** Payments made to the Taxing Districts under this Agreement shall be final and non-refundable once made unless there is an adjustment resulting from any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), or a calculation error in the distribution of funds under this Agreement.
 10. **Prevailing Wage:** The Taxing Districts acknowledge their responsibility for compliance with the Illinois Prevailing Wage Act to the extent such is applicable. The Taxing Districts shall not pay less than the prevailing rate of wages as found by the Village or Illinois Department of Labor to all laborers, workers and mechanics performing construction work paid for in whole or in part with TIF funds received under this Agreement. The Taxing Districts shall indemnify and hold harmless the Village, its officers, officials, agents, and consultants from any and all claims related thereto.
 11. **Complete Agreement:** This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. Each Party acknowledges that no representations have been made which have not been set forth herein.

12. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
13. **Partial Invalidity:** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. **Notices:** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

(The remainder of this page is intentionally left blank.)

Village of Woodridge

Attn: Mr. Al Stonitsch, Village Administrator
5 Plaza Dr.
Woodridge, IL 60517

With copy to:
Eric Patt, Village Attorney
Robbins & Dimonte
216 W Higgins Road
Park Ridge, IL 60068

Center Cass Grade School #66

Attn: Dr. Andrew Wise, Supt.
699 Plainfield Rd.
Downers Grove, IL 60516

With copy to:

Community High School #99

Attn: Mr. Hank Thiele, Supt.
6301 Springside Ave
Downers Grove, IL 60516

With copy to:

Downers Grove Grade School #58

Attn: Dr. Kevin Russell, Supt.
850 Curtiss St, Suite 200
Downers Grove, IL 60515

With copy to:

Woodridge Grade School #68

Attn: Dr. Patrick Boncato, Supt.
7925 Janes Ave.
Woodridge, IL 60517

With copy to:

Woodridge Public Library District

Attn: Ms. Patti Naisbitt, Director
3 Plaza Dr.
Woodridge, IL 60517

With copy to:

Darien-Woodridge Fire Protection District

Attn: Mr. Jimmy Lahanis, Fire Chief
7550 Lyman Ave.
Darien, IL 60561

With copy to:

Lisle-Woodridge Fire Protection District

Attn: Mr. Keith Krestan, Fire Chief
1005 School St
Lisle, IL 60532-1866

With copy to:

College of DuPage #502

Attn: Dr. Muddassir Siddiqi, President
425 Farewell Blvd.
Glen Ellyn, IL 60137

With copy to:

Downers Grove Township

Attn: Ms. Kim Savage, Supervisor
4340 Prince St.
Downers Grove, IL 60515

With copy to:

Lisle Township

Attn: Ms. Joann Wright, Supervisor
4711 Indiana Ave.
Lisle, IL 60532

With copy to:

County of DuPage

Attn: Ms. Janell Allen, Tax Rev. Sup.
421 N County Farm Rd.
Wheaton, IL 60187

With copy to:

Downers Grove Park District

Attn: Mr. Bill McAdam, Exec. Director
2455 Warrenville Rd
Downers Grove, IL 60515

With copy to:

Woodridge Park District

Attn: Ms. Jenny Knitter, Exec. Director
2600 Center Dr.
Woodridge, IL 60517

With copy to:

15. **Indirect Beneficiaries:** The Parties acknowledge that other public bodies may indirectly benefit from this Intergovernmental Agreement during the life of the TIF District.

16. **Authority to Execute:** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement. The Village hereby further represents and warrants that it has fully constitutional, statutory, and lawful right, power and authority, under current applicable law, to execute and deliver, and perform the terms, duties and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Village, enforceable in accordance with its terms.

17. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2026.

VILLAGE OF WOODRIDGE, ILLINOIS, an Illinois Home-Rule Municipal Corporation.

By: _____
President, Village of Woodridge Date

Attest: _____
Village Clerk, Village of Woodridge Date

CENTER CASS GRADE SCHOOL DISTRICT #66

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COMMUNITY HIGH SCHOOL DISTRICT #99

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DOWNERS GROVE GRADE SCHOOL DISTRICT #58

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE GRADE SCHOOL DISTRICT #68

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE PUBLIC LIBRARY DISTRICT, an Illinois Library District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COLLEGE OF DUPAGE #502, an Illinois Community College District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DOWNERS GROVE TOWNSHIP, an Illinois Township District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

LISLE TOWNSHIP, an Illinois Township District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COUNTY OF DUPAGE, an Illinois County

By: _____
Chairperson, DuPage County Board Date

Attest: _____
Vice-Chair, DuPage County Board Date

DOWNERS GROVE PARK DISTRICT, an Illinois Park District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE PARK DISTRICT, an Illinois Park District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date