

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF RIVER FOREST, RIVER FOREST PUBLIC SCHOOLS DISTRICT 90
AND OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200
REGARDING THE RIVER FOREST MADISON STREET TAX INCREMENT
FINANCING DISTRICT AND THE PROPOSED RIVER FOREST
NORTH AVENUE TAX INCREMENT FINANCING DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RIVER FOREST, RIVER FOREST PUBLIC SCHOOLS DISTRICT 90 AND OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 REGARDING THE RIVER FOREST MADISON STREET TAX INCREMENT FINANCING DISTRICT AND THE PROPOSED RIVER FOREST NORTH AVENUE TAX INCREMENT FINANCING DISTRICT is entered into as of the Effective Date (as defined in Section 10 below), by and between the VILLAGE OF RIVER FOREST, an Illinois municipal corporation (“Village”), RIVER FOREST PUBLIC SCHOOLS DISTRICT 90 and OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT 200 (which are referred to individually by each's respective name, and which are collectively referred to as the “Taxing Districts”). The Village and the Taxing Districts are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to Ordinance Numbers 3630, 3631 and 3632, adopted November 28, 2016, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Village’s Madison Street Tax Increment Financing District (“Madison Street TIF District”), in accordance with the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (“TIF Act”); and

WHEREAS, the Madison Street TIF District consists of the property legally described and depicted in **EXHIBITS A-1** and **A-2**, respectively, attached hereto and made part hereof (“Madison Street Redevelopment Project Area”); and

WHEREAS, the Village intends to approve and create a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Village’s proposed North Avenue Tax Increment Financing District (“North Avenue TIF District,” which together with the Madison Street TIF District are the “TIF Districts,” and which individually is a “TIF District”), in accordance with the TIF Act; and

WHEREAS, the North Avenue TIF District is intended to consist of the property legally described and depicted in **EXHIBITS B-1** and **B-2**, respectively, attached hereto and made part hereof, with such changes thereto as the Village may deem appropriate prior to approving and creating the North Avenue TIF District (“North Avenue Redevelopment Project Area,” which together with the Madison Street Redevelopment Project Area are the “Redevelopment Project Areas,” and which individually is a “Redevelopment Project Area”); and

WHEREAS, the public’s interest is best served by the creation of the TIF Districts, the implementation of the redevelopment plans and projects in relation thereto, and the promotion of economic development within the TIF Districts and the Village as a whole; and

WHEREAS, the Parties desire to set forth certain terms and conditions on which the TIF Districts will be operated; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government or school district may be exercised and enjoyed jointly with any other units of local government or school districts; and

WHEREAS, Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, provides that the Village may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, Section 4(b) of the TIF Act, 65 ILCS 5/11-74.4-4(b), authorizes municipalities to enter into contracts with overlapping taxing bodies necessary or incidental to implementing or maintaining a tax increment financing redevelopment plan and/or project; and

WHEREAS, the Parties have determined that it is in their respective best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all the Parties hereto, the Parties hereto agree as follows:

1. **RECITALS.** The recitals set forth above are hereby incorporated herein by reference as though fully set forth herein.

2. **REVENUE TRANSFERS AND TERM.** The Village shall not:

A. Utilize incremental real estate tax revenues generated within a TIF District in another TIF District, except if the Parties otherwise agree.

B. Extend the term of a TIF District beyond twenty-three (23) years, except if the Parties otherwise agree.

3. **SURPLUS DECLARATION.** The Village shall, during the life of each of the TIF Districts, upon receipt of incremental real estate tax revenues generated by each of the TIF Districts, declare a portion of the incremental real estate tax revenues generated by each of the TIF Districts as surplus funds, as defined in 65 ILCS 5/11-74.4-7, as follows:

A. "Incremental Revenue" shall be that portion of incremental real estate tax revenues generated by each of the TIF Districts remaining after payment of the following costs and expenses for each of the TIF Districts, respectively:

i. Debt service obligations and reserves;

ii. Administration of the TIF District, including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, directly attributable to the TIF District; and

iii. Commitments related to a development agreement, redevelopment agreement, project agreement, acquisition of property,

remediation project, or public works or improvements project, directly attributable to the TIF District.

B. The Village shall declare a portion of the Incremental Revenue from each TIF District as surplus funds, as defined in 65 ILCS 5/11-74.4-7, beginning on January 1 of the full calendar years after creation of each TIF District, as follows (“Surplus Revenue”):

- i. Years 1 – 16: none;
 - ii. Years 17 – 19: Twenty-Five Percent (25%) of Incremental Revenue;
 - iii. Years 20-23: Thirty Percent (30%) of Incremental Revenue;
- and
- iv. Notwithstanding the foregoing, for real estate taxes levied in 2032 and collected in 2033, Sixty Percent (60%) of Incremental Revenue.

4. SURPLUS PAYMENT. In accordance with Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, the Village shall annually pay said Surplus Revenue to the Cook County Collector. In regard thereto, partial payments of the Surplus Revenue shall be made by the Village to the Cook County Collector within ninety (90) days of the receipt by the Village of any incremental real estate tax revenue payments, relative to the TIF Districts, from the Cook County Treasurer. After payment of Surplus Revenue, the Parties anticipate that, pursuant to Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, as of the Effective Date:

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

5. SUCCESSORS. This Agreement shall be binding upon the Parties hereto and their successors.

6. INTEGRATION. This Agreement represents the entire agreement between the Village and the Taxing Districts regarding the subject matters hereof. 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. No express or implied covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In signing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party hereto or the agents, representatives, or attorneys or any Party with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

7. RELEASES AND WAIVERS. The Taxing Districts, and their respective successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right on their behalf, by their execution and approval of this Agreement, hereby waive, unconditionally release and forever forgive any and all right to set aside, modify or contest in any manner the creation of the TIF Districts, including, but not limited to, the redevelopment plans and projects, the Redevelopment Project Areas, and any redevelopment agreements or professional

services agreements as now or hereafter constituted or entered into by the Village related to the TIF Districts. The releases and waivers herein are, and are intended to be, as broad and encompassing as permissible. Notwithstanding the foregoing, the Taxing Districts shall fully retain their rights to contest in any manner permitted by law any amendments to the TIF Districts and/or the administration of the TIF Districts to the extent contrary to the TIF Act, any other applicable law or this Agreement. Nothing contained herein shall be construed to give the Taxing Districts any right to participate in the administration of the TIF Districts.

8. SEVERABILITY AND NO WAIVER. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement. The failure of any Party to enforce any provision in this Agreement shall not be construed as a waiver of any such provision, or prevent such Party thereafter from enforcing such provision or any other provision of this Agreement.

9. EFFECTIVE DATE. This Agreement shall be effective when approved by the Village Board and the governing boards of each of the Taxing Districts, and after its execution by the Village and the Taxing Districts (the "Effective Date").

10. TERM. This Agreement will remain in effect with regard to each TIF District until the dissolution of that TIF District.

11. COUNTERPARTS. That this Agreement shall be executed in a sufficient number of counterparts so that each Party hereto shall receive an original signature copy hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officials.

VILLAGE OF RIVER FOREST

By: _____
President

Date: _____

ATTEST:

Clerk

**RIVER FOREST PUBLIC SCHOOLS
DISTRICT 90**

By: _____
President

Date: _____

ATTEST:

Secretary

**OAK PARK AND RIVER FOREST HIGH
SCHOOL DISTRICT 200**

By: _____
President

Date: _____

ATTEST:

Secretary

EXHIBIT A-1

RIVER FOREST MADISON STREET TIF DISTRICT

LEGAL DESCRIPTION

(attached)

EXHIBIT A-2

RIVER FOREST MADISON STREET TIF DISTRICT

MAP

(attached)

EXHIBIT B-1

RIVER FOREST PROPOSED NORTH AVENUE TIF DISTRICT

LEGAL DESCRIPTION

(attached)

EXHIBIT B-2

RIVER FOREST PROPOSED NORTH AVENUE TIF DISTRICT

MAP

(attached)