

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ARLINGTON HEIGHTS AND HIGH SCHOOL
DISTRICT 214 AND ELEMENTARY SCHOOL DISTRICT 25**

This Agreement entered into this __ of _____, 2014 between the Village of Arlington Heights, a municipal corporation (“Village”), and High School District 214 and Elementary School District 25, (“School Districts”). The Village and the School Districts are collectively referred to in the Agreement as the “Parties”.

WHEREAS, pursuant to Ordinance Numbers _____, adopted _____, 2014, the Village approved a tax increment development plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the Hickory/Kensington TIF, as legally described on attached Exhibit A (“TIF”); 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 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, the Tax Increment Allocation Redevelopment Act (“TIF Act”), 65 ILCS 5/11-74.4-1 et. seq., authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan or project; and

WHEREAS, the Village and the School Districts have determined that it is in their overall best interests to facilitate redevelopment within the TIF by entering into this Agreement,

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

1. The preambles set forth above are incorporated by reference as if fully set forth.

2. Under the Act at the time of adoption of the Plan and TIF financing, the Village is obligated to make annual payments to the School Districts to compensate the School Districts for increased costs attributable to assisted housing units located within the redevelopment project area. The Village agrees that, in any fiscal year when there are any real property tax increment revenues available, it will make the statutorily required payments to the School Districts from those tax increment revenues from the Village’s Special Tax Allocation Funds as set forth in the following paragraphs for assisted housing units. If no such tax incremental

revenues exist in any fiscal year, the Village shall in no way be obligated to pay any amount of funds to the School Districts in that year.

3. For the School Districts' increased costs attributable to assisted housing units in the Project Area, the Village shall make payments to the School Districts in an amount determined by multiplying the School Districts' increases in attendance resulting from the net increase in new students enrolled in the schools of the School Districts who reside in the Project Area by the most recently available per capita tuition cost as defined in Section 18-8.05 of the Illinois School Code attributable to these added new students pursuant to Section 3(q)(7.5) of the Act, 65 ILCS 5/11-74.4-3(q)(7.5).

4. For the Districts' increased costs attributable to assisted housing units in the Project Area, the School Districts shall transmit to the Village the amount due based on the determinations described in Paragraph 3 by September 30 of each year in which the District has increased costs attributable to assisted housing units in the Project Area. The School Districts shall provide the Village with written documentation of the items listed in Paragraph 3 for the Village's review.

5. For the School Districts' increased costs attributable to assisted housing units in the Project Area, the Village shall make annual payments as calculated below by December 15 unless the Village has not yet received the real property tax increment revenue from Cook County by December 15, in which case the payment date shall be delayed until ten days after the Village receives such payment. Said payments shall be made from the Village's Special Tax Allocation fund, when revenue in that fund is received as result of any housing units constructed in the Project Area. The annual payments shall begin when the School Districts have increased costs attributable to assisted housing units in the Project Area and cease upon termination of the Plan.

6. This Agreement shall be binding upon the Parties and their successors.

7. This Agreement represents the entire Agreement between the School Districts and the Village. 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.

8. 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.

9. This Agreement shall be effective when approved by the Village Board and the governing boards of each of the School Districts.

10. This Agreement will remain in effect until the dissolution of the TIF.

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


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

ELEMENTARY SCHOOL DISTRICT 25

HIGH SCHOOL DISTRICT 214

Date: July 17, 2014

Date: _____

By: 

By: _____

Title: BOE President

Title: _____

ATTEST:

ATTEST:


Secretary

Secretary

VILLAGE OF ARLINGTON HEIGHTS

Date: _____

By: _____

Title: _____

ATTEST:

Secretary

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ELEMENTARY SCHOOL DISTRICT 25

**TOWNSHIP HIGH SCHOOL
DISTRICT 214**

Date: _____

Date: 8/7/14

By: _____

By: [Signature]

Title: _____

Title: Board President

ATTEST:

ATTEST:

Secretary

[Signature]
Secretary

VILLAGE OF ARLINGTON HEIGHTS

Date: _____

By: _____

Title: _____

ATTEST:

Secretary

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ELEMENTARY SCHOOL DISTRICT 25

**TOWNSHIP HIGH SCHOOL
DISTRICT 214**

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary

Secretary

VILLAGE OF ARLINGTON HEIGHTS

Date: _____

By: _____

Title: _____

ATTEST:

Secretary