

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: June 12, 2012 (B of T) Date: June 21, 2012

TITLE: First Amendment to the Intergovernmental Agreement between the Village of Lombard and all the Taxing Districts affected by the Lombard Downtown Tax Increment Financing District

SUBMITTED BY: Department of Community Development *idh*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the signatures of the Village President and Clerk on a First Amendment to the Intergovernmental Agreement between the Village of Lombard and all the Taxing Districts affected by the Lombard Downtown Tax Increment Financing District relative to the distribution of surplus revenues.

Please this item on the June 21, 2012 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):  
Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** David A. Hulseberg, AICP, ICMA-CM, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development *WJH*

**DATE:** June 21, 2012

**SUBJECT:** **Intergovernmental Agreement between the Village of Lombard and the Downtown Lombard Taxing Districts**

Attached for Village Board consideration is an Intergovernmental Agreement (IGA) amendment between the Village of Lombard and the taxing bodies within the Downtown Lombard Tax Increment Financing District pertaining to the distribution of surplus revenues.

### **BACKGROUND**

As a companion to the further time extension of the Downtown Lombard Tax Increment Financing (TIF) District approved in 2006, the Village also entered into the attached IGA (Resolution 18-08) with the affected taxing bodies to provide for a distribution of surplus revenues. The IGA sets forth the provisions that commencing in 2013 (the 2012 tax year), the Village shall annually designate and redistribute surplus funds, as set forth within the agreement, to the affected taxing bodies. However, due to declining equalized assessed valuations, declining real estate conditions and the lack of private development for the property at 101 S. Main Street, the existing IGA does not provide sufficient funding for the remaining life of the district.

### **FIRST AMENDMENT PROVISIONS**

The first amendment is intended to provide the Village with funding for future improvements, while still keeping the intent of the original agreement intact. As proposed, instead of providing for all of the 2012 incremental real estate taxes being received by the Village as surplus, the Village would seek to keep ten percent (10%) of the TIF revenues. Ninety percent (90%) of the TIF revenues would still be declared surplus and redistributed to the taxing districts accordingly. This methodology and approach closely follows the surplus redistribution process enacted as part of the time extension approved in 2002 and has been in effect since 2006.

Staff has met with and secured the signatures of the School Districts 44 and 87, the Helen Plum Memorial Library District, York Township and York Township Highway District. Lombard Park District is slated to approved the IGA at their next meeting. The remaining districts have been contacted relative to this amendment. Staff notes that this amendment can proceed as the original agreement was not previously adopted by all of the taxing districts.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve the attached Resolution authorizing a First Amendment to the IGA between the Village and the Downtown Lombard taxing districts.

h:\cd\worduser\director\bill\memos\downtown iga bot memo.docx

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM MEMORIAL  
PUBLIC LIBRARY DISTRICT**

By: Virginia Carlson  
President

Date: 3/13/12

ATTEST:  
Susan Wigger  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

estate taxes generated from the DUPAGE THEATRE PROPERTY, or the amount declared surplus revenues under subsection A. above, whichever is less, as surplus revenues pursuant to 65 ILCS 5/11-74.4-7.

(The amounts as determined under either A. or B. above being hereinafter referred to as "SURPLUS REVENUE.")

LOMBARD shall provide each of the TAXING DISTRICTS with the SURPLUS REVENUE amount and the calculations used to establish same on an annual basis."

3. That all other provisions of the TAXING DISTRICT AGREEMENT, not amended by this First Amendment, shall remain in full force and effect as if set forth herein.

4. That this First Amendment shall be executed in a sufficient number of counterparts so that each signatory hereto shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned units of local government and school districts have caused this First Amendment to be duly executed by their authorized officials.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: Rubae H  
President

Date: 5-7-12

ATTEST:

Op. A. Prasad  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: *Dick Schroeder*  
Road Commissioner

Date: 3/5/12

ATTEST:

*Sharon Kuderna*  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM MEMORIAL  
PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: John Hall  
Supervisor

Date: 3-13-12

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM MEMORIAL  
PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

estate taxes generated from the DUPAGE THEATRE PROPERTY, or the amount declared surplus revenues under subsection A. above, whichever is less, as surplus revenues pursuant to 65 ILCS 5/11-74.4-7.

(The amounts as determined under either A. or B. above being hereinafter referred to as "SURPLUS REVENUE.")

LOMBARD shall provide each of the TAXING DISTRICTS with the SURPLUS REVENUE amount and the calculations used to establish same on an annual basis."

3. That all other provisions of the TAXING DISTRICT AGREEMENT, not amended by this First Amendment, shall remain in full force and effect as if set forth herein.

4. That this First Amendment shall be executed in a sufficient number of counterparts so that each signatory hereto shall receive an original signature copy hereof.

IN WITNESS WHEREOF, the undersigned units of local government and school districts have caused this First Amendment to be duly executed by their authorized officials.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: Becky Kersh  
President

Date: 3/20/12

ATTEST:

Mary Lema  
Secretary



FILED 2007

RESOLUTION 18- 08

**RESOLUTION AUTHORIZING THE SIGNATURE  
OF PRESIDENT AND CLERK OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF LOMBARD  
AND ALL TAXING DISTRICTS AFFECTED BY THE  
LOMBARD DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that an Intergovernmental Agreement (hereinafter the "Agreement") between the Village of Lombard and all the Taxing Districts affected by the Lombard Downtown Tax Increment Financing District be entered into extending the life of the TIF another twelve (12) years; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 9th day of August, 2007.

Ayes: ~~Trustees Gron, Tross, O'Brien, Moreau & Fitzpatrick~~

Nayes: None

Absent: Trustee Soderstrom

Approved this 9th day of August, 2007.

  
William J. Mueller, Village President

Resolution 18- 08  
Page 2

ATTEST:

  
\_\_\_\_\_  
Brigette O'Brien, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF LOMBARD AND ALL THE TAXING DISTRICTS AFFECTED BY  
THE LOMBARD DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

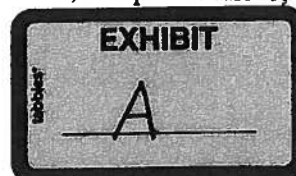
This Agreement entered into this 9<sup>th</sup> day of August, 2007, between the VILLAGE OF LOMBARD, a municipal corporation (hereinafter referred to as "LOMBARD"), and COLLEGE OF DUPAGE COMMUNITY COLLEGE DISTRICT 502, HIGH SCHOOL DISTRICT 87, ELEMENTARY SCHOOL DISTRICT 44, DUPAGE COUNTY, THE DUPAGE COUNTY AIRPORT AUTHORITY, YORK TOWNSHIP, YORK TOWNSHIP ROAD AND BRIDGE, THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, THE DUPAGE WATER COMMISSION, THE HELEN M. PLUM MEMORIAL LIBRARY and THE LOMBARD PARK DISTRICT (hereinafter referred to individually by each's respective name and collectively referred to as the "TAXING DISTRICTS").

**RECITALS**

**WHEREAS**, pursuant to Ordinance Numbers 3121, 3122 and 3123, adopted February 2, 1989, LOMBARD approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to LOMBARD'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT"); and

**WHEREAS**, pursuant to Section V(J) of Exhibit B to Ordinance Number 3121, as referenced above, the DOWNTOWN TIF DISTRICT was established as a sixteen (16) year tax increment financing district, with real estate taxes for 2004, as collected during 2005, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT, notwithstanding the fact that the State statutes authorized up to a twenty-three (23) year life for tax increment financing districts; and

**WHEREAS**, pursuant to Ordinance Number 5145, adopted June 6, 2002, LOMBARD



amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, to extend the life of the DOWNTOWN TIF DISTRICT for an additional seven (7) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full State statute authorized period of twenty-three (23) years, with real estate taxes for 2011, as collected during 2012, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT; and

**WHEREAS**, pursuant to Public Act 94-0783, the State statutes were amended to allow the life of the DOWNTOWN TIF DISTRICT to be extended to thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT; and

**WHEREAS**, the VILLAGE desires to redevelop a parcel of property located within the boundaries of the DOWNTOWN TIF DISTRICT, said property being legally described as follows:

LOT 1 IN BRUST'S PLAT OF CONSOLIDATION, BEING A RESUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 26, 1999 AS DOCUMENT NUMBER R99-093886, AND LOT 1 IN BIG IDEA PRODUCTIONS RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 20, 1999 AS DOCUMENT NUMBER R99-090133, ALL IN DUPAGE COUNTY, ILLINOIS;

P.I.N.'s: 06-08-111-031 and -033;

Common Address: 101-131 South Main Street, Lombard, Illinois;

(hereinafter referred to as the "DUPAGE THEATRE PROPERTY"); and

**WHEREAS**, it has become evident to the VILLAGE that the full redevelopment value of the DOWNTOWN TIF DISTRICT, and in particular the DUPAGE THEATRE PROPERTY, will not be achieved without further extending the life of the DOWNTOWN TIF DISTRICT for an additional twelve (12) years, so as to have said DOWNTOWN TIF DISTRICT exist for the full time period authorized by State statute, and revising the redevelopment plan and project document to

address said extension and the redevelopment of the DUPAGE THEATRE PROPERTY; and

**WHEREAS**, the TAXING DISTRICTS have no objection to said proposed amendment to the redevelopment plan and project document for, and extension of the life of, the DOWNTOWN TIF DISTRICT provided that certain incremental revenues received by LOMBARD, pursuant to said DOWNTOWN TIF DISTRICT, as more fully described in Sections 3 and 4 below, are, on an annual basis, beginning with the receipt of the 2012 real estate taxes in calendar year 2013, declared surplus revenues pursuant to 65 ILCS 5/11-74.4-7; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contact 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 (hereinafter referred to as the "TIF ACT"), 65 ILCS 5/11-74.4-1 et seq., as amended from time to time, authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan or project; and

**WHEREAS**, LOMBARD and the TAXING DISTRICTS have determined that it is in their overall respective best interests to extend the life of the DOWNTOWN TIF DISTRICT by entering 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. The preambles set forth above are hereby incorporated herein by reference as if fully set forth herein.

2. LOMBARD shall, upon approval of this Agreement, take all actions necessary under the TIF ACT to legally and properly amend the redevelopment plan and project for the DOWNTOWN TIF DISTRICT, and extend the life of the DOWNTOWN TIF DISTRICT for an additional twelve (12) years, such that the DOWNTOWN TIF DISTRICT will end on December 31, 2024, with the receipt during 2024 of the incremental real estate tax revenues generated for real estate tax year 2023.

3. Upon receipt of the equalized assessed valuation (hereinafter referred to as the "EAV") for the DOWNTOWN TIF DISTRICT for 2011 real estate taxes collected during 2012, LOMBARD shall establish a secondary base EAV for the DOWNTOWN TIF DISTRICT based on the following formula:

$$A - B = C$$

A = The 2011 EAV for the DOWNTOWN TIF DISTRICT.

B = The EAV for the DUPAGE THEATRE PROPERTY.

C = The secondary base EAV for the DOWNTOWN TIF DISTRICT (hereinafter referred to as the "SURPLUS EAV").

LOMBARD shall provide each of the TAXING DISTRICTS with the SURPLUS EAV amount and the calculations used to establish same.

4. Beginning with the 2012 real estate taxes collected during 2013, LOMBARD shall, annually during the remaining life of the DOWNTOWN TIF DISTRICT, upon receipt of the incremental real estate tax revenues generated by the DOWNTOWN TIF DISTRICT each year, declare a portion of said incremental real estate tax revenues as surplus, as defined in 65 ILCS 5/11-74.4-7, based on the following formula:

$$\frac{D - E}{F - E} \times G = H$$

- D = The SURPLUS EAV.
- E = The original base year EAV for the DOWNTOWN TIF DISTRICT (\$8,544,430).
- F = The current EAV of the DOWNTOWN TIF DISTRICT for the particular tax year.
- G = The incremental real estate taxes received by the VILLAGE, relative to the DOWNTOWN TIF DISTRICT, from the particular tax year.
- H = The portion of the incremental real estate taxes to be declared surplus by LOMBARD (hereinafter referred to as the "SURPLUS REVENUE").

LOMBARD shall provide each of the TAXING DISTRICTS with the SURPLUS REVENUE amount and the calculations used to establish same on an annual basis.

5. In accordance with 65 ILCS 5/11-74.4-7, the VILLAGE shall, beginning with the 2012 real estate taxes collected during 2013, and annually thereafter, pay said SURPLUS REVENUE to the DuPage County Collector. In regard thereto, partial payments of said SURPLUS REVENUE shall be made by the VILLAGE to the DuPage County Collector within thirty (30) days of the receipt by the VILLAGE of any incremental real estate tax revenue payments, relative to the DOWNTOWN TIF DISTRICT, from the DuPage County Treasurer. Pursuant to said 65 ILCS 5/11-74.4-7:

"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."

6. Effective December 31, 2012, the Intergovernmental Agreement Between the Village of Lombard and All the Taxing Districts Affected by the Lombard Downtown Tax Increment Financing District, dated June 6, 2002, (hereinafter referred to as the "ORIGINAL IGA"), is hereby terminated,

it being the intent of the VILLAGE and the TAXING DISTRICTS that this Agreement shall take the place of the ORIGINAL IGA effective with the additional twelve (12) year extension of the life of the DOWNTOWN TIF DISTRICT.

7. This Agreement shall be binding upon the parties hereto and their successors.

8. This Agreement represents the entire Agreement between the TAXING DISTRICTS and LOMBARD. 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.

9. The TAXING DISTRICTS, by their execution and approval of this Agreement, hereby waive forever any and all right to set aside, modify or contest in any manner the further extension of the life of the DOWNTOWN TIF DISTRICT, and the amendment to the redevelopment plan and project document for the DOWNTOWN TIF DISTRICT necessitated by the redevelopment of the DUPAGE THEATRE PROPERTY and said further extension of the life of the DOWNTOWN TIF DISTRICT, including, but not limited to, said further extension as it relates to the redevelopment plan and project, the redevelopment area and any redevelopment agreements or professional services agreements as now or hereafter constituted or entered into by LOMBARD. Notwithstanding the foregoing, the TAXING DISTRICTS shall fully retain their rights to contest in any manner permitted by law any amendments to the DOWNTOWN TIF DISTRICT and/or the administration of the DOWNTOWN TIF DISTRICT to the extent contrary to the TIF ACT, the tax increment redevelopment plan and project for the DOWNTOWN TIF DISTRICT as amended as contemplated by this Agreement, 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 DOWNTOWN TIF DISTRICT.

10. 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.

11. This Agreement shall be effective when approved by the LOMBARD Village Board and the governing boards of each of the TAXING DISTRICTS, signed on behalf of LOMBARD and the TAXING DISTRICTS, and after LOMBARD has adopted the ordinance amending the redevelopment plan and project for, and extending the life of, the DOWNTOWN TIF DISTRICT.

12. This Agreement will remain in effect until the dissolution of the DOWNTOWN TIF DISTRICT.

13. That this Agreement shall be executed in a sufficient number of counterparts so that each party hereto 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.

**VILLAGE OF LOMBARD**

By:   
Village President

Date: August 9, 2007

ATTEST:

  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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11. This Agreement shall be effective when approved by the LOMBARD Village Board and the governing boards of each of the TAXING DISTRICTS, signed on behalf of LOMBARD and the TAXING DISTRICTS, and after LOMBARD has adopted the ordinance amending the redevelopment plan and project for, and extending the life of, the DOWNTOWN TIF DISTRICT.

12. This Agreement will remain in effect until the dissolution of the DOWNTOWN TIF DISTRICT.

13. That this Agreement shall be executed in a sufficient number of counterparts so that each party hereto 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.

**VILLAGE OF LOMBARD**

**COLLEGE OF DUPAGE COMMUNITY COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

By: *Dan* \_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: 9/5/06 \_\_\_\_\_

ATTEST:

ATTEST: *Mary C. Roma* \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Agreement.

11. This Agreement shall be effective when approved by the LOMBARD Village Board and the governing boards of each of the TAXING DISTRICTS, signed on behalf of LOMBARD and the TAXING DISTRICTS, and after LOMBARD has adopted the ordinance amending the redevelopment plan and project for, and extending the life of, the DOWNTOWN TIF DISTRICT.

12. This Agreement will remain in effect until the dissolution of the DOWNTOWN TIF DISTRICT.

13. That this Agreement shall be executed in a sufficient number of counterparts so that each party hereto 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.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: David C. Brown  
President

Date: 9/11/06

ATTEST:

J. P. Adams  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

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11. This Agreement shall be effective when approved by the LOMBARD Village Board and the governing boards of each of the TAXING DISTRICTS, signed on behalf of LOMBARD and the TAXING DISTRICTS, and after LOMBARD has adopted the ordinance amending the redevelopment plan and project for, and extending the life of, the DOWNTOWN TIF DISTRICT.

12. This Agreement will remain in effect until the dissolution of the DOWNTOWN TIF DISTRICT.

13. That this Agreement shall be executed in a sufficient number of counterparts so that each party hereto 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.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: [Signature]  
President

Date: 9/21/06

ATTEST: [Signature]  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM  
MEMORIAL LIBRARY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: Tom P. White  
President

Date: 3/22/06

ATTEST:

Alie A. Se  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: *Diik Schroder*  
Road Commissioner

Date: 1/15/07

ATTEST:

*James C. Mills*  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM  
MEMORIAL LIBRARY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: [Signature]  
Executive Director

Date: 9/12/04

ATTEST:

[Signature]  
Asst. Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM  
MEMORIAL LIBRARY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM  
MEMORIAL LIBRARY**

By: *Margie Kunkel*  
President

Date: *9/12/06*

ATTEST:  
*Heather C. Daves*  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Secretary



RESOLUTION \_\_\_\_\_ 13

**RESOLUTION AUTHORIZING THE SIGNATURES  
OF VILLAGE PRESIDENT AND CLERK ON A FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD  
AND ALL TAXING DISTRICTS AFFECTED BY THE  
LOMBARD DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

WHEREAS, it is in the best interest of the Village of Lombard, DuPage County, Illinois that a First Amendment to the Intergovernmental Agreement (hereinafter the "Amendment") between the Village of Lombard and all the Taxing Districts affected by the Lombard Downtown Tax Increment Financing District be amended to change the provisions relative to the distribution of surplus revenues; and

WHEREAS, the Amendment has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF LOMBARD AND ALL THE TAXING DISTRICTS  
AFFECTED BY THE LOMBARD DOWNTOWN TAX INCREMENT FINANCING DISTRICT**

This FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND ALL THE TAXING DISTRICTS AFFECTED BY THE LOMBARD DOWNTOWN TAX INCREMENT FINANCING DISTRICT (hereinafter referred to as the "First Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ between the VILLAGE OF LOMBARD, a municipal corporation (hereinafter referred to as "LOMBARD"), and COLLEGE OF DUPAGE COMMUNITY COLLEGE DISTRICT 502, HIGH SCHOOL DISTRICT 87, ELEMENTARY SCHOOL DISTRICT 44, DUPAGE COUNTY, THE DUPAGE COUNTY AIRPORT AUTHORITY, YORK TOWNSHIP, YORK TOWNSHIP ROAD AND BRIDGE, THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, THE DUPAGE WATER COMMISSION, THE HELEN M. PLUM MEMORIAL PUBLIC LIBRARY DISTRICT (formerly the HELEN M. PLUM MEMORIAL LIBRARY) and THE LOMBARD PARK DISTRICT (hereinafter referred to individually by each's respective name, and collectively referred to as the "TAXING DISTRICTS").

**RECITALS**

**WHEREAS**, pursuant to Ordinance Numbers 3121, 3122 and 3123, adopted February 2, 1989, LOMBARD approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to LOMBARD'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT"); and

**WHEREAS**, pursuant to Section V(J) of Exhibit B to Ordinance Number 3121, as referenced above, the DOWNTOWN TIF DISTRICT was established as a sixteen (16) year tax increment financing district, with real estate taxes for 2004, as collected during 2005, being the



last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT, notwithstanding the fact that the State statutes authorized up to a twenty-three (23) year life for tax increment financing districts; and

**WHEREAS**, pursuant to Ordinance Number 5145, adopted June 6, 2002, LOMBARD amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, to extend the life of the DOWNTOWN TIF DISTRICT for an additional seven (7) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full State statute authorized period of twenty-three (23) years, with real estate taxes for 2011, as collected during 2012, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT; and

**WHEREAS**, pursuant to Public Act 94-0783, the State statutes were amended to allow the life of the DOWNTOWN TIF DISTRICT to be extended to thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT; and

**WHEREAS**, pursuant to Ordinance Number 5981, adopted January 18, 2007, LOMBARD amended Ordinance Number 3121, and the redevelopment plan and project attached thereto, as amended by Ordinance Number 5145, adopted June 6, 2002, to further extend the life of the DOWNTOWN TIF DISTRICT for an additional twelve (12) years, so that the DOWNTOWN TIF DISTRICT would remain in full force and effect for the full period authorized by Public Act 94-0783; said full period being thirty-five (35) years, with real estate taxes for 2023, as collected during 2024, being the last year of real estate taxes subject to the DOWNTOWN TIF DISTRICT; and

**WHEREAS**, in relation to the extension of the life of the DOWNTOWN TIF DISTRICT to thirty-five (35) years, LOMBARD and COLLEGE OF DUPAGE COMMUNITY COLLEGE DISTRICT 502, HIGH SCHOOL DISTRICT 87, ELEMENTARY SCHOOL DISTRICT 44, THE DUPAGE COUNTY AIRPORT AUTHORITY, YORK TOWNSHIP ROAD AND BRIDGE and THE

HELEN M. PLUM MEMORIAL PUBLIC LIBRARY DISTRICT (formerly the HELEN M. PLUM MEMORIAL LIBRARY) (hereinafter referred to as the "SIGNATORY TAXING DISTRICTS") entered into "An Intergovernmental Agreement Between the Village of Lombard and All the Taxing Districts Affected by the Lombard Downtown Tax Increment Financing District," dated August 9, 2007, (hereinafter referred to as the "TAXING DISTRICT AGREEMENT"), which provided for a certain portion of the incremental real estate tax revenues generated by the DOWNTOWN TIF DISTRICT, beginning with the 2012 real estate taxes collected during 2013, to be declared surplus revenues, as defined in 65 ILCS 5/11-74.4-7; and

**WHEREAS**, given the change in economic conditions since the TAXING DISTRICT AGREEMENT was approved, the formula for determining the amount of surplus revenues, as set forth in Sections 3 and 4 of the TAXING DISTRICT AGREEMENT, needs to be revised; and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contact 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 (hereinafter referred to as the "TIF ACT"), 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time, authorizes municipalities to enter into contracts necessary to implement or maintain a TIF redevelopment plan or project; and

**WHEREAS**, LOMBARD and the SIGNATORY TAXING DISTRICTS have determined that it is in their overall respective best interests to enter into this First Amendment;

**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 the VILLAGE, the SIGNATORY TAXING DISTRICTS, and those TAXING DISTRICTS, other than the SIGNATORY TAXING DISTRICTS, executing this First Amendment, the VILLAGE, the SIGNATORY TAXING DISTRICTS, and those TAXING DISTRICTS, other than the SIGNATORY TAXING DISTRICTS, executing this First Amendment agree as follows:

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

2. That Sections 3 and 4 of the TAXING DISTRICT AGREEMENT are amended to read in their entirety as follows:

“3. INTENTIONALLY LEFT BLANK.

4. Beginning with the 2012 real estate taxes collected during 2013, LOMBARD shall, annually during the remaining life of the DOWNTOWN TIF DISTRICT, upon receipt of the incremental real estate tax revenues generated by the DOWNTOWN TIF DISTRICT each year, declare a portion of said incremental real estate tax revenues as surplus, as defined in 65 ILCS 5/11-74.4-7, based on the following formula:

A. Ninety percent (90%) of the 2012 incremental real estate taxes received by the VILLAGE during 2013, relative to the DOWNTOWN TIF DISTRICT, exclusive of incremental real estate taxes generated from the DUPAGE THEATRE PROPERTY, shall be declared surplus revenues pursuant to 65 ILCS 5/11-74.4-7.

B. For each year of the life of the DOWNTOWN TIF DISTRICT after 2012, the VILLAGE shall declare ninety percent (90%) of the incremental real estate taxes received by the VILLAGE, relative to the DOWNTOWN TIF DISTRICT, exclusive of incremental real

estate taxes generated from the DUPAGE THEATRE PROPERTY, or the amount declared surplus revenues under subsection A. above, whichever is less, as surplus revenues pursuant to 65 ILCS 5/11-74.4-7.

(The amounts as determined under either A. or B. above being hereinafter referred to as "SURPLUS REVENUE.")

LOMBARD shall provide each of the TAXING DISTRICTS with the SURPLUS REVENUE amount and the calculations used to establish same on an annual basis."

3. That all other provisions of the TAXING DISTRICT AGREEMENT, not amended by this First Amendment, shall remain in full force and effect as if set forth herein.

4. That this First Amendment shall be executed in a sufficient number of counterparts so that each signatory hereto shall receive an original signature copy hereof.

**IN WITNESS WHEREOF**, the undersigned units of local government and school districts have caused this First Amendment to be duly executed by their authorized officials.

**VILLAGE OF LOMBARD**

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

**COLLEGE OF DUPAGE COMMUNITY  
COLLEGE DISTRICT 502**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**HIGH SCHOOL DISTRICT 87**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**ELEMENTARY SCHOOL DISTRICT 44**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE COUNTY  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP**

By: \_\_\_\_\_  
Supervisor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**YORK TOWNSHIP ROAD AND BRIDGE**

By: \_\_\_\_\_  
Road Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE FOREST PRESERVE DISTRICT  
OF DUPAGE COUNTY**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

**THE DUPAGE WATER COMMISSION**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE HELEN M. PLUM MEMORIAL  
PUBLIC LIBRARY DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**THE LOMBARD PARK DISTRICT**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary