

TAX INCREMENT FINANCING
INTERGOVERNMENTAL COOPERATION AGREEMENT

This Agreement, dated and effective January 1, 1990, is between the Village of Lombard, an Illinois municipal corporation (the "Village"), the Board of Education of Lombard Elementary School District Number 44, Du Page County, Illinois ("School District 44"), and the Board of Education of Glenbard Township High School District 87, Du Page County, Illinois ("School District 87") in the exercise of their intergovernmental cooperation powers under Article VII, §10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, Ill.Rev.Stat., Ch. 127, Sec. 741, et seq.

WHEREAS, the Village has established a tax increment financing project (the "Project") under the Tax Increment Allocation Redevelopment Act (the "Act"), Ill.Rev.Stat., Ch. 24, Sec. 11-174.4-1, et seq., by ordinance adopted February 2, 1989;

WHEREAS, as a result of the Project, certain real estate revenues which would otherwise be received by the School Districts will be received instead by the Village to finance the Project;

WHEREAS, the parties desire to partially mitigate the adverse impact of the Project on the School Districts through the payments and agreements provided for in this Agreement and to settle any differences which may exist between the School Districts and the Village in regard to establishment of the Project.

NOW, THEREFORE, the Village, School District 44 and School District 87 agree as follows:

1. For the life of the Project, the Village shall rebate to School District 44 and School District 87 on or before January 31 of each year any electric, gas, telephone and any other utility taxes imposed by the Village and paid by the School Districts during the previous year, beginning with calendar year 1989.

2. Beginning with the 1990-91 school year and for the remainder of the life of the Project, the Village shall provide at its expense a full-time police liaison officer to serve at the Lombard Junior High School and at Glenbard East High School. Generally, the police liaison officer shall serve one-half time at the Junior High School and one-half time at the High School according to a schedule to be established by the Superintendents of the School Districts in cooperation with the Village's Police Chief.

3. The Village shall finance a one-half time vocational advisor to serve both School District 44 and School District 87 for the 1993-94 through 1997-98 school years. The Superintendents of the School Districts shall jointly establish a program sufficient to meet the requirements of Section 11-74.4-3(q)(10) of the Act should the Village give notice by no later than January 31, 1993, that it intends to finance the program out of Project revenues pursuant to Section 11-74.4-3(q)(10) of the Act. The Village's obligation, however, to finance the vocational advisor is not limited to the availability of the Project revenues. The Village shall

reimburse the School Districts for their respective costs for the salary and fringe benefits provided to the vocational advisor in accordance with the regular teacher salary schedule and benefit program of the School District which employs the advisor. Reimbursement shall occur twice per school year on February 1 and June 30 for the preceding semester. On or before January 1, 1998, the Village and the School Districts shall meet to review the program and consider extension of Village funding.

4. The Village shall make its sidewalk program available to School Districts 44 and 87 for the life of the Project. Under the program, the Village shall consult at least annually with the School Districts to identify needed sidewalk improvements at or near the School Districts' schools within the Village and establish a schedule for completion of the improvements at the Village's expense.

5. The Village shall provide, at its cost, the equipment necessary to establish a child care program for School District 87 beginning with the 1993-94 school year. The Village shall reimburse the School District for the cost of the equipment within 30 days of invoicing by the School District, with no invoice to be submitted later than the close of the 1993-94 school year. The amount of the reimbursement shall not exceed \$10,000, increased annually on each July 1 by the same percentage which the Federal Consumer Price Index, All-Urban Consumers-Chicago, increased over the previous July 1. The Superintendent of School District 87 shall establish a program sufficient to meet the requirements of Section 11-74.4-3(q)(10) of the Act

should the Village give notice by no later than January 31, 1993, that it intends to finance the program out of the Project revenues pursuant to Section 11-74.4-3(q)(10) of the Act. The Village's obligation, however, to provide the equipment is not limited to the availability of the Project revenues.

6. For the life of the Project, the Village shall provide, at its expense, the school crossing guard program for the benefit of School District 44. The Village Manager and the School District 44 Superintendent shall consult at least annually to identify the areas within the Village where crossing guards are needed. The Village shall provide at least six crossing guards for each school term, unless the Village Manager and Superintendent agree that fewer than six are needed for the school term in question.

7. For the life of the Project, the Village shall provide at its expense for the benefit of School District 44 the DARE program, or a substantially similar drug and alcohol awareness program for students.

8. The Village shall not change, without the agreement of the School Districts, that portion of the plan for the Project which provides for an annual review of the Project with the School Districts.

9. The School Districts covenant not to sue the Village with respect to the establishment of the Project; provided, however, the School Districts fully retain their rights to contest in any manner permitted by law any amendments to the Project and the administration of the Project to the extent

contrary to the Act, the Project's plan, any other applicable law or this Agreement.

10. This Agreement shall be deemed dated and become effective on January 1, 1990, and has been signed by the parties' duly authorized representatives as set forth below.

VILLAGE OF LOMBARD

By: *Richard Cornick*
President

Dated: December 27, 1989

Attest:

Barbara A. Gerhart
Clerk

Dated: December 27, 1989

BOARD OF EDUCATION OF
GLENBARD TOWNSHIP HIGH
SCHOOL DISTRICT NO. 87,
DU PAGE COUNTY, ILLINOIS

By: *Susan H. Barr*
President

Dated: 1-9-90

Attest:

Katharina S. Happel
Secretary

Dated: 1-9-90

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BOARD OF EDUCATION OF
LOMBARD ELEMENTARY SCHOOL
DISTRICT NO. 44, DU PAGE
COUNTY, ILLINOIS

By: *Lucretia Loney*
President

Dated: 1-3-90

Attest:

Carol N. Studtman
Secretary

Dated: 1-3-90

