

RESOLUTION R-52-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON AND WHEATON WARRENVILLE COMMUNITY UNIT SCHOOL DISTRICT NO. 200 REGARDING REAL ESTATE VALUATION AND ASSESSMENTS IN TAX INCREMENT FINANCING (TIF) DISTRICTS

WHEREAS, Article VII of the Constitution of the State of Illinois and 5 ILCS 220-1 et. seq. authorize Intergovernmental Agreements by and between units of Illinois Governments; and

WHEREAS, the City of Wheaton and the Wheaton Warrenville Community Unit School District No. 200 deem it necessary and appropriate to enter into an Intergovernmental Agreement to jointly secure professional services, principally legal services, to ensure properties within the TIF District boundaries are fairly valued and assessed.

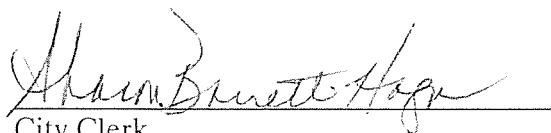
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to sign and the City Clerk is directed to attest to the Intergovernmental Agreement Regarding Real Estate Valuation and Assessments in TIF Districts attached hereto as Exhibit A.

ADOPTED this 3rd day of October, 2016.



Mayor

ATTEST:



City Clerk

Roll Call Vote:

Ayes: Councilman Prendiville
Councilman Rutledge
Mayor Gresk
Councilman Saline
Councilman Scalzo
Councilman Suess
Councilwoman Fitch

Nays: None

Absent: None

Motion Carried Unanimously

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON
AND WHEATON WARRENVILLE COMMUNITY UNIT SCHOOL
DISTRICT NO. 200 REGARDING REAL ESTATE VALUATION AND
ASSESSMENTS IN TAX INCREMENT FINANCING (TIF) DISTRICTS**

THIS AGREEMENT made and entered into by and between the City of Wheaton and Wheaton Warrenville Community Unit School District No. 200 (hereinafter referred to in the aggregate as "TAXING DISTRICTS").

WHEREAS, each of the TAXING DISTRICTS is a governmental unit which exercises the power of taxation of real property and which depends in part upon tax revenues to carry out its duties and purposes; and

WHEREAS, the TAXING DISTRICTS are not experts in the field of real property appraisal and legal challenges to assessments and, therefore, need to obtain the services of appraisers, attorneys and other professional advisors from time to time in order to determine the appropriate action with respect to assessment and valuation issues that arise; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorizes the TAXING DISTRICTS to enter into intergovernmental agreements.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that the TAXING DISTRICTS do hereby enter into this Agreement pursuant to the authority provided by the Intergovernmental Corporation Act as follows:

1. PURPOSE

The purpose of this Agreement is to provide the means by which TAXING DISTRICTS can jointly engage appraisers, attorneys or such other professional advisors as may be needed to determine, with an eye to fair and equitable treatment of all taxpayers, whether particular parcels of real property within Tax Increment Financing ("TIF") Districts in the TAXING DISTRICTS' jurisdiction are fairly assessed based upon their fair market value, and whether TAXING

DISTRICTS should defend assessment appeals with respect to particular parcels of real property. The terms of this Agreement shall be effectuated as to a particular real property or properties when the TAXING DISTRICT'S mutually agree through their chief administrative officers that such action is warranted.

2. FUNDING

All funds necessary to accomplish the aforesaid purposes shall be payable by the TAXING DISTRICTS as follows:

- 90% of all fees and costs to be payable by the City of Wheaton
- 10% of all fees and costs to be payable by Wheaton Warrenville Community Unit School District No. 200

3. SUBMISSION OF APPRAISALS AND REPORTS OF EXPERTS

All reports, pleadings or other documents obtained from any professional advisor pursuant to the purpose of this Agreement shall be made available to each TAXING DISTRICT which is contributing funds for fees or costs being incurred in the matter involved.

4. WITHDRAWAL

Any party to this Agreement shall have the right to withdraw from this Agreement in the following manner:

- a. The governing body of the withdrawing governmental unit shall pass a resolution declaring its intention to withdraw effective on a specified date, which date shall not be less than thirty (30) days from the date of its resolution, and shall send certified copies of said resolution to all other TAXING DISTRICTS not less than thirty (30) days before the effective date of withdrawal.
- b. Withdrawal by any governmental unit shall not result in the discharge of any legal or financial liability incurred by such governmental unit before the effective date of withdrawal. All such liabilities shall continue until properly discharged or settled by the withdrawing government unit.

5. DURATION OF AGREEMENT

This Agreement shall become effective upon the date of its approval by the governing bodies of each of the TAXING DISTRICTS which are parties hereto. It shall remain in effect indefinitely in full force and effect until the occurrence of either of the following events:

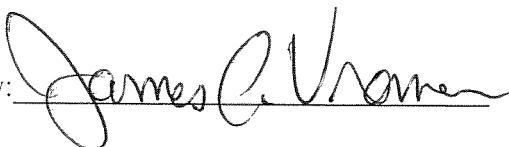
- a. All TAXING DISTRICTS have withdrawn as provided for in Section 4; or
- b. All TAXING DISTRICTS which are or remain parties mutually agree to terminate this Agreement by joint resolution passed by each of their respective governing bodies.

Termination of this Agreement shall not act to discharge any liability incurred by the several governmental units who are parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies, and signed and attested by their proper officers, on the dates written below.

**WHEATON WARRENVILLE COMMUNITY
UNIT SCHOOL DISTRICT NO. 200**

By:

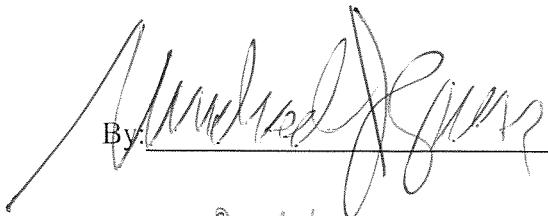


Date:

11-9-16

CITY OF WHEATON

By:



Date:

October 4, 2016

