



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R20-028
DATE OF PASSAGE February 18, 2020

A Resolution Authorizing an Intergovernmental Agreement between the City of Aurora and The Indian Prairie School District 204 governing the use of Tax Increment Financing incentives and economic development communications between the City and District 204 for development activity in the Route 59 Corridor area.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS The City of Aurora and Indian Prairie School District 204 mutually support the development of the Route 59 Corridor and:

WHEREAS, the City and the District agree that development incentives should be considered in accordance with the principles outlined in this Intergovernmental Agreement as attached,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aurora, Illinois, approves the Intergovernmental Agreement with Indian Prairie School District 204 as attached and authorizes the Mayor and his designees to execute this agreement.

RESOLUTION NO. R20-028
DATE OF PASSAGE February 18, 2020

PASSED AND APPROVED ON February 18, 2020

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0


Alderman Llamas, Ward 1


Alderman Mesiacos, Ward 3

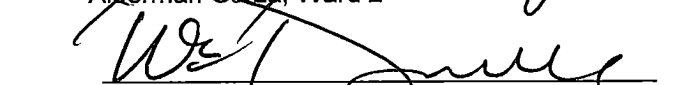

Alderman Franco, Ward 5


Alderman Hart-Burns, Ward 7

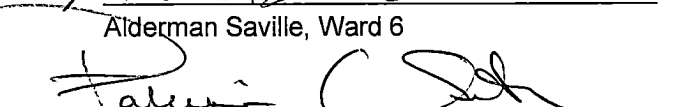

Alderman Bugg, Ward 9

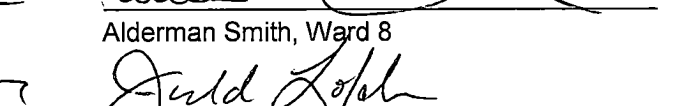

Alderman Jenkins, At Large


Alderman Garza, Ward 2


Alderman Donnell, Ward 4


Alderman Saville, Ward 6


Alderman Smith, Ward 8


Alderman Lofchie, Ward 10


Alderman O'Connor, At Large

ATTEST:


City Clerk


Mayor

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND INDIAN PRAIRIE SCHOOL DISTRICT 204
REGARDING TAX INCREMENT FINANCING IN
THE CITY OF AURORA ROUTE 59 CORRIDOR**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is by and between the CITY OF AURORA, an Illinois home rule municipal corporation ("City") and the BOARD OF EDUCATION OF INDIAN PRAIRIE SCHOOL DISTRICT 204 (DuPage and Will Counties, IL). The City, Indian Prairie School District 204 and the Taxing Districts (as defined in Section 14 below) are individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City has pursued, and intends to further pursue, private and public investment, development and redevelopment of properties within the Illinois Route 59 corridor within the area depicted in the map attached hereto as **EXHIBIT A** and made a part hereof ("Route 59 Corridor"); and

WHEREAS, pursuant to Ordinance Number 02019-006, adopted March 12, 2019, the City adopted the "Route 59 Corridor Study Comprehensive Plan," which sets forth a series of plans, recommendations and actions the City intends to pursue to revitalize and redevelop the Route 59 Corridor ("Route 59 Corridor Plan"); and

WHEREAS, the Route 59 Corridor Plan includes a "Future Land Use Plan" map, which is attached hereto as **EXHIBIT B** and made a part hereof ("Route 59 Corridor Future Land Use Map"), which sets forth the City's desired land uses within the Route 59 Corridor; and

WHEREAS, the Route 59 Corridor Plan identifies key developments within the Route 59 Corridor, including the Fox Valley Mall, which is located west of Illinois Route 59, south of New York Street, east of Commons Road and north of McCoy Drive, and which is depicted on a map attached hereto as **EXHIBIT C** and made a part hereof (“Fox Valley Mall Property”); and

WHEREAS, Indian Prairie School District 204 supports economic development and redevelopment efforts within and outside of its boundaries and desires growth in the tax base for all communities it serves; and

WHEREAS, pursuant to Ordinance Numbers 02020-002, 02020-003 and 02020-004, adopted January 28, 2020, the City approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area and adopted tax increment financing relative to the City’s 75th Street Ogden Avenue Tax Increment Financing District (“75th Street Ogden Avenue TIF District”); and

WHEREAS, the 75th Street Ogden Avenue TIF District consists of the property legally described and depicted in **EXHIBITS D-1** and **D-2**, respectively, attached hereto and made part hereof; and

WHEREAS, Indian Prairie School District 204 has stated that it may be necessary to file a lawsuit alleging that the 75th Street Ogden Avenue TIF District does not qualify for designation as a tax increment financing district under the Illinois Tax Increment Allocation Redevelopment Act (“TIF Act”), 65 ILCS 5/11-74.4-1, *et seq.* (“Dispute”); and

WHEREAS, the City denies the allegations of Indian Prairie School District 204 regarding the 75th Street Ogden Avenue TIF District and the Dispute; and

WHEREAS, the Taxing Districts, which include Indian Prairie School District 204, have no objection to the use of tax increment financing by the City within the Route 59 Corridor on the terms of this Agreement; 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 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 desire to resolve the issues presented by the Dispute on the terms of this Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests, and the best interests of their constituents, 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. **DEFINITIONS.** The following words and phrases in this Agreement have the following meanings, whether the words and phrases are used in the singular or plural:

A. "Intend" means a Party shall use its reasonable best efforts to comply with the obligation to which the word "intend" or "intends" relates.

B. "Redevelopment Agreement" means an agreement between the City and another party, or parties, for a "Redevelopment Project," as defined below.

C. "Redevelopment Project" means the private development or redevelopment of certain property within the Route 59 Corridor after the Effective Date which is subject to this Agreement per Section 3.A. of this Agreement. A Redevelopment Project shall not include any private development or redevelopment of property within the Route 59 Corridor for which the City entered into an agreement for the development or redevelopment of property prior to the Effective Date, provided however, that the "Redevelopment Agreement [Cedarwood Development, 75th St. and Ogden Ave.] (ATCA)," adopted by the City Council in Resolution R19-053 on February 26, 2019, shall be subject to this Agreement.

D. "Shall" or "must" means a Party is required to comply with the obligation to which the word "shall" or "must" relates.

E. "TIF District" means a tax increment financing district created by the City pursuant to the TIF Act in the Route 59 Corridor after the Effective Date of this Agreement and the 75th Street Ogden Avenue TIF District.

3. Applicability.

A. This Agreement shall only apply to developments of property in the Route 59 Corridor, including Fox Valley Mall, which may receive property tax-based incentives from the City which affect the Taxing Districts' receipt of property taxes, such as payment of redevelopment project costs with incremental property taxes under the TIF Act. This Agreement shall not apply to developments of property in the Route 59 Corridor which (y) do not receive property tax-based incentives, including, but not limited to, sales tax rebates, food and beverage tax rebates, gaming tax rebates, building permit fee reductions, water or sewer tap-on fee reductions, and so on, or (z) receive property tax-based incentives which do not affect the Taxing Districts' receipt of property taxes, including, but not limited to, under the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.*, as amended, property tax abatements under Article 18, Division 4, of the Illinois Property Code, 35 ILCS 200/18, *et seq.*, as amended, or special assessments under Article 9, Division 2, of the Illinois Municipal Code, 65 ILCS 5/9-2, *et seq.*, as amended.

B. Redevelopment Agreements and TIF Districts subject to this Agreement shall remain subject to the terms of this Agreement, as set forth in

Section 13 below, even if the term of this Agreement has expired, for so long as the Redevelopment Agreement or TIF District remains in effect.

4. CITY OBLIGATIONS. After the Effective Date:

A. Within the Route 59 Corridor, the City shall:

i. Limit the terms of TIF Districts created to fifteen (15) years unless Indian Prairie School District 204 approves a longer term. Within a reasonable time after the Effective Date, but not later than 6 months after the adoption of the agreement, the City shall take actions necessary to shorten the term of the 75th Street Ogden Avenue TIF District from twenty-three (23) years to fifteen (15) years.

ii. Provide persons proposing Redevelopment Projects with a copy of this Agreement.

iii. Refer to this Agreement, by reference, in Redevelopment Agreements, and make Redevelopment Agreements subject to the Agreement.

iv. Obtain draft *pro formas* for proposed Redevelopment Projects and send the draft *pro formas* to the Taxing Districts, which the Taxing Districts shall keep confidential, per a non-disclosure agreement provided by the City, not disclose to the public and treat as trade secrets and commercial or financial information furnished under a claim that the draft *pro formas* are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause

competitive harm to the person proposing the Redevelopment Project, as set forth in Section 7(1)(g) of the Illinois Freedom of Information Act, 5 ILCS 140/7(1)(g) unless required by a binding opinion of the Attorney General's Public Access Counselor or court order.

v. Prepare and distribute to the members of the joint review boards for the TIF Districts an augmented annual report of the performance of each of the TIF Districts, which shall include such information and formatting as agreed by the Parties. The augmented annual report shall include summaries of the sources and uses of incremental revenues within the reporting period. The City shall provide information to joint review board members of the TIF Districts, on a confidential basis, regarding internal rates of return for Redevelopment Projects both under consideration and in place, and the information about internal rates of return shall be confidential per a non-disclosure agreement provided by the City, and shall not be disclosed by any joint review board member to the public and shall be treated by all joint review board members as trade secrets and commercial or financial information furnished under a claim that information is proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person proposing or undertaking the Redevelopment Project, as set forth in Section 7(1)(g) of the Illinois Freedom of Information Act, 5

ILCS 140/7(1)(g) unless required by a binding opinion of the Attorney General's Public Access Counselor or court order.

vi. Hold quarterly meetings with the members of the joint review boards for the TIF Districts regarding future and current developments and redevelopments that include property tax based upon incentives within the Route 59 Corridor, including proposed Redevelopment Projects, proposed Redevelopment Agreements and the status on any substantial construction within the Route 59 Corridor.

vii. Evaluate draft *pro formas* for proposed Redevelopment Projects and estimate future property tax revenue streams.

viii. Limit tax increment financing incentives under the TIF Act for Redevelopment Projects by:

a. Limiting the term of bond debt secured by incremental property taxes payable under the TIF Act to the term of the TIF District plus five (5) years to the extent permitted by the TIF Act, but excluding such extensions beyond the term of the TIF District due to refinancing debt without the written permission of Indian Prairie School District 204.

b. Limiting the net present value of tax increment financing incentives under the TIF Act to twenty percent (20%) to twenty-five percent (25%) of the total Redevelopment Project cost.

c. Limiting the interest rate for upfront tax increment financing incentives under the TIF Act to no more than twice the City's most recent general obligation bond interest rate.

d. Limiting capitalized interest paid to no more than three (3) years from issuance of a final certificate of occupancy.

ix. Limit the use of incremental property taxes held by the City in a TIF District account after expiration of the term of a TIF District by holding such funds for no longer than five (5) years from expiration of the term of a TIF District to the extent permitted by the TIF Act and using the funds after expiration of the term of a TIF District only for future debt service payments and payments of property tax refunds, certificate of error refunds and other related property-tax related refund matters. The City shall report to Indian Prairie School District 204 on all retentions following the termination of any TIF District.

x. Transfer incremental property taxes between TIF Districts only if the City contemporaneously declares an equal amount of incremental property taxes as surplus under Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, and pays the surplus to the DuPage County Collector. After payment of the surplus to the DuPage County Collector, 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.

xi. In lieu of the City paying student tuition assistance to Indian Prairie School District 204 under Section 3(q)(7.5) of the TIF Act, 65 ILCS 5/11-74.4-3(q)(7.5), the City shall declare as surplus one hundred percent (100%) of the incremental property taxes attributable to nonage-restricted residential units within Redevelopment Projects, which declaration of surplus shall be made under Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, and the City shall pay the surplus to the DuPage County Collector. After payment of the surplus to the DuPage County Collector, the Parties anticipate that, pursuant to Section 7 of the TIF Act, 65 ILCS 5/11-74.4-7, the DuPage County Collector will distribute the surplus to the Parties as set forth in the TIF Act.

B. Within the Route 59 Corridor, the City intends to:

i. Actively pursue public and private investment, development and redevelopment in accordance with the Route 59 Corridor Plan, as amended, and the Route 59 Corridor Future Land Use Map, as amended.

ii. Minimize the use and duration of tax increment financing incentives under the TIF Act for private development and redevelopment.

iii. Include relational tax increment financing incentives under the TIF Act in Redevelopment Agreements, which lower or clawback incentives

for Redevelopment Projects if the developers exceed a threshold internal rate of return.

iv. Not offer developers of Redevelopment Projects tax increment financing incentives under the TIF Act as the default incentive.

v. Follow the land use recommendations in the Route 59 Corridor Plan, as amended.

vi. Not include student generating residential development within a TIF District.

vii. Cooperate with Indian Prairie School District 204 if it determines that a new school facility is needed, and identify and pursue opportunities for donations of funds or land from developers with Redevelopment Agreements in support of the addition of a new school facility for Indian Prairie School District 204 within the Route 59 Corridor.

5. TAXING DISTRICT OBLIGATIONS. After the Effective Date the Taxing Districts shall not make statements disparaging City actions within the Route 59 Corridor, Redevelopment Projects or developers of Redevelopment Projects that comply with the terms of this Agreement and / or the TIF Act, which requirement shall not apply to individual elected officials.

6. MUTUAL OBLIGATIONS. After the Effective Date:

A. The Parties shall meet and confer at the request of any Party regarding this Agreement and any matter related to this Agreement.

B. If the TIF Act is amended in a way that materially changes any Party's obligations under this Agreement, the Parties shall work in good faith to amend this Agreement to incorporate the amendments to the TIF Act. If the Parties cannot agree on an amendment to this Agreement to incorporate an amendment to the TIF Act, the Parties shall proceed to mediation per Section 6.C. below. However, such amendments to the TIF Act and this Agreement shall not affect TIF Districts and Redevelopment Agreements which predate the amendments to the TIF Act or this Agreement, to the extent allowed under the amendments to the TIF Act.

C. No Party shall initiate legal action in court against another Party regarding this Agreement or any matter related to this Agreement without first participating in good faith in mandatory mediation regarding the dispute. Mediation shall be conducted as follows:

i. A Party may initiate a mediation by requesting the others to agree to a mediator and a site for the mediation. If, within five (5) business days after a Party makes this request, the Parties cannot agree on a mediator or the site of the mediation, each Party shall select a mediator, the mediators thus selected shall select a mediator who shall mediate the dispute. The mediation shall begin as promptly as reasonably possible after the selection of the mediator. The site of the mediation shall be as determined by the mediator.

ii. Rules governing the mediation, including any rule as to whether the Parties may use attorneys in the mediation, shall be decided by

the Parties with the assistance of the mediator. Each Party shall bear the Party's own expenses of the mediation, except that the Parties shall be equally liable on a *per capita* basis for fees charged by the mediator.

iii. The date of termination of a mediation shall be decided by the mediator. Promptly after this termination, in the case of failure to resolve completely any dispute, the mediator shall draft a notice of mediation to the Parties. This notice shall bear a current date and shall briefly state the issues that, in the mediator's view, are in dispute between the Parties but have not been resolved in mediation. If the dispute between the Parties has not been resolved in mediation, the Party initiating the mediation may initiate a legal action in court regarding the subject matter of the mediation, provided that mediation shall not prejudicially or unduly delay the legal rights of any Party to seek a legal remedy.

7. CONSENT, APPROVAL AND WAIVER. A Party may consent to different terms than set forth in this Agreement, approve any matter which this Agreement allows a Party to approve of, or waive any of its rights under this Agreement. A Party's consent, approval or waiver shall be made in writing, be signed by the chief administrative officer of the Party, or his or her designee, and sent to the other Parties.

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

9. INTEGRATION. This Agreement represents the entire agreement between the City 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.

10. RELEASES AND WAIVERS.

A. Except for a breach of this Agreement and subject to the additional provisions of paragraph 10.C. below, Indian Prairie School District 204, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Dispute on behalf of Indian Prairie School District 204 unconditionally release and forever discharge the City, and its agents, employees, elected and appointed officials, and attorneys, and Taxing Districts, and their respective agents, employees, elected and appointed officials, and attorneys, liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by Indian Prairie School District 204 related to the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given by Indian Prairie School District 204 herein

includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. Indian Prairie School District 204 intends that the releases given by it herein be construed as broadly as possible, in accordance with the terms above. If Indian Prairie School District 204 does not agree that a proposed TIF District meets the eligibility criteria under the TIF Act, Indian Prairie School District 204 may file a lawsuit challenging the eligibility of the TIF District under the TIF Act, after proceeding through mediation per Section 6.C. above; however, if such a lawsuit is filed, then the TIF District in question, and any Redevelopment Agreements and Redevelopment Projects within the TIF District in question, shall not be subject to this Agreement and none of the limitations in this Agreement shall apply with respect to the TIF District in question, or any Redevelopment Agreements or Redevelopment Projects within the TIF District in question.

B. Except for a breach of this Agreement, the City, and its successors, assigns, insurers and representatives of any kind and all other persons, firms, or corporations that may claim a right in the Dispute on behalf of the City unconditionally release and forever discharge Indian Prairie School District 204, and its agents, employees, elected and appointed officials, and attorneys, liable or who might be claimed to be liable, from any and all claims, demands, damages, attorney's fees, expenses, costs, actions, causes of action or suits of any kind or nature whatsoever that could have been alleged by the City in the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The release given

by the City herein includes all past, present, and future claims, whether known or unknown, relating in any manner to the subject matter of the Dispute and with regard to the actions of a Party under this Agreement that are consistent with the terms of this Agreement. The City intends that the releases given by it herein be construed as broadly as possible, in accordance with the terms above.

C. Except for a breach of this Agreement, 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 in the Dispute 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 75th Street Ogden Avenue TIF District or a TIF District, including, but not limited to, the redevelopment plan and project, the redevelopment project area, and any Redevelopment Agreements, Redevelopment Projects or professional services agreements as now or hereafter constituted or entered into by the City related to the 75th Street Ogden Avenue TIF District or a TIF District. Notwithstanding the foregoing, the Taxing Districts shall fully retain their rights to contest in any manner permitted by law any amendments to the 75th Street Ogden Avenue TIF District, the administration of the 75th Street Ogden Avenue TIF District or a TIF District to the extent contrary to the TIF Act, any other applicable law or this Agreement. The Taxing Districts acknowledge and agree that the City's actions and expenditures with respect to the 75th Street Ogden Avenue TIF District, a TIF District, a Redevelopment Project or a Redevelopment Agreement that are consistent with this Agreement are in compliance with the TIF Act. Nothing contained

herein shall be construed to give the Taxing Districts any right to participate in the administration of the 75th Street Ogden Avenue TIF District or any TIF District. The Taxing Districts agree to vote in support of creation of TIF Districts at joint review board meetings related to the proposed creation of a TIF District, if the TIF District meets the requirements of this Agreement and the TIF Act. If a Taxing District does not agree that a proposed TIF District meets the eligibility criteria under the TIF Act, the Taxing District may file a lawsuit challenging the eligibility of the TIF District under the TIF Act, after proceeding through mediation per Section 6.C. above; however, if such a lawsuit is filed, then the TIF District in question, and any Redevelopment Agreements and Redevelopment Projects within the TIF District in question, shall not be subject to this Agreement and none of the limitations in this Agreement shall apply with respect to the TIF District in question, or any Redevelopment Agreements or Redevelopment Projects within the TIF District in question.

11. 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.

12. EFFECTIVE DATE. This Agreement shall be effective after approval by the City of Aurora City Council and the governing boards of each of the Taxing Districts, and on the date of the last of the Parties executes this Agreement ("Effective Date").

13. TERM. This Agreement shall remain in effect for ten (10) years from the Effective Date, except that this Agreement shall remain in effect for thirteen (13) years from the Effective Date with respect to the Fox Valley Mall Property. Notwithstanding the term of this Agreement, a Party may enforce the terms of this Agreement, with respect to a particular Redevelopment Agreement or TIF District, for so long as the Agreement applies to the Redevelopment Agreement or TIF District in question, per Section 3.B. above.

14. TAXING DISTRICTS. Any unit of government which is eligible to be a joint review board member for a TIF District within the Route 59 Corridor may join this Agreement by approving an "Addendum to an Intergovernmental Agreement between the City of Aurora and Indian Prairie School District 204 regarding Tax Increment Financing in the City of Aurora Route 59 Corridor," in the form attached hereto as **EXHIBIT E** and made a part hereof ("Addendum") and delivering the Addendum to the Parties. Indian Prairie School District 204 and the units of government which execute an Addendum shall together be the "Taxing Districts." However, Taxing Districts shall not include the City.

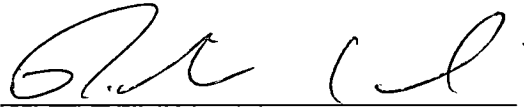
15. INDEMNIFICATION BY CITY. In the event the Agreement, or any provision thereof, is challenged by a party other than Indian Prairie School District 204 or a Taxing District, and Indian Prairie School District 204 and/or a Taxing District are named as parties to the litigation, the City shall indemnify and hold Indian Prairie School District 204 and the Taxing District harmless, provide representation in such litigation, and reimburse Indian Prairie School District 204 and the Taxing Districts any costs and expenses they incur in responding to and defending against such litigation.

16. 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.

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

CITY OF AURORA

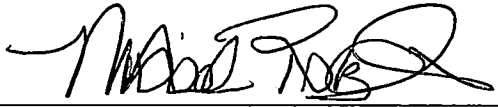
By: 
Mayor

Date: 2-20-2020

ATTEST:


Clerk

**BOARD OF EDUCATION OF INDIAN
PRAIRIE SCHOOL DISTRICT 204,
DuPage and Will Counties, IL**

By: 
President

Date: 2/10/2020

ATTEST:


Secretary

EXHIBIT A

ROUTE 59 CORRIDOR MAP

(attached)

STUDY AREA MAP



EXHIBIT B

FUTURE LAND USE PLAN MAP

(attached).

FUTURE LAND USE PLAN

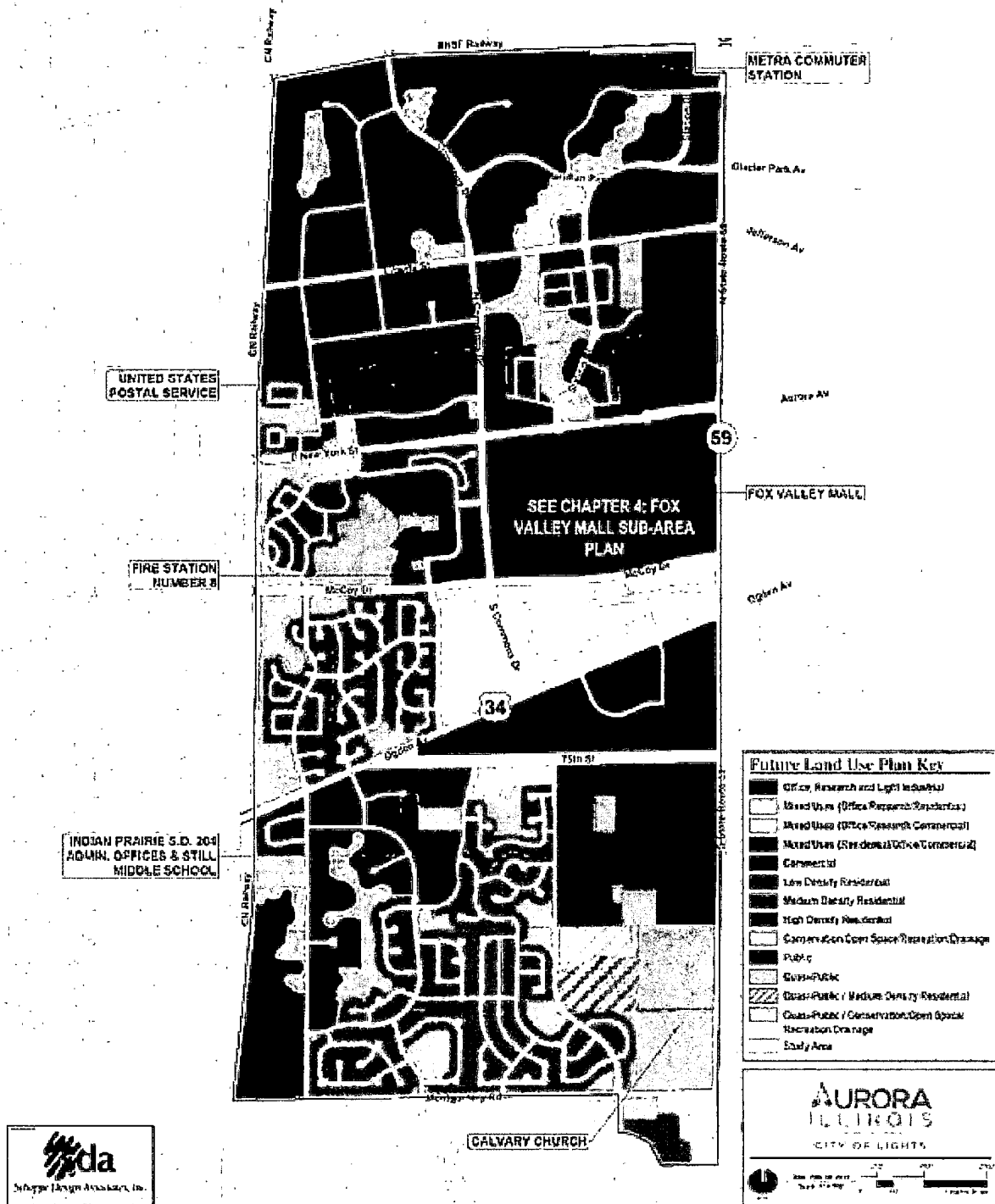


EXHIBIT C

FOX VALLEY MALL PROPERTY MAP

(attached)

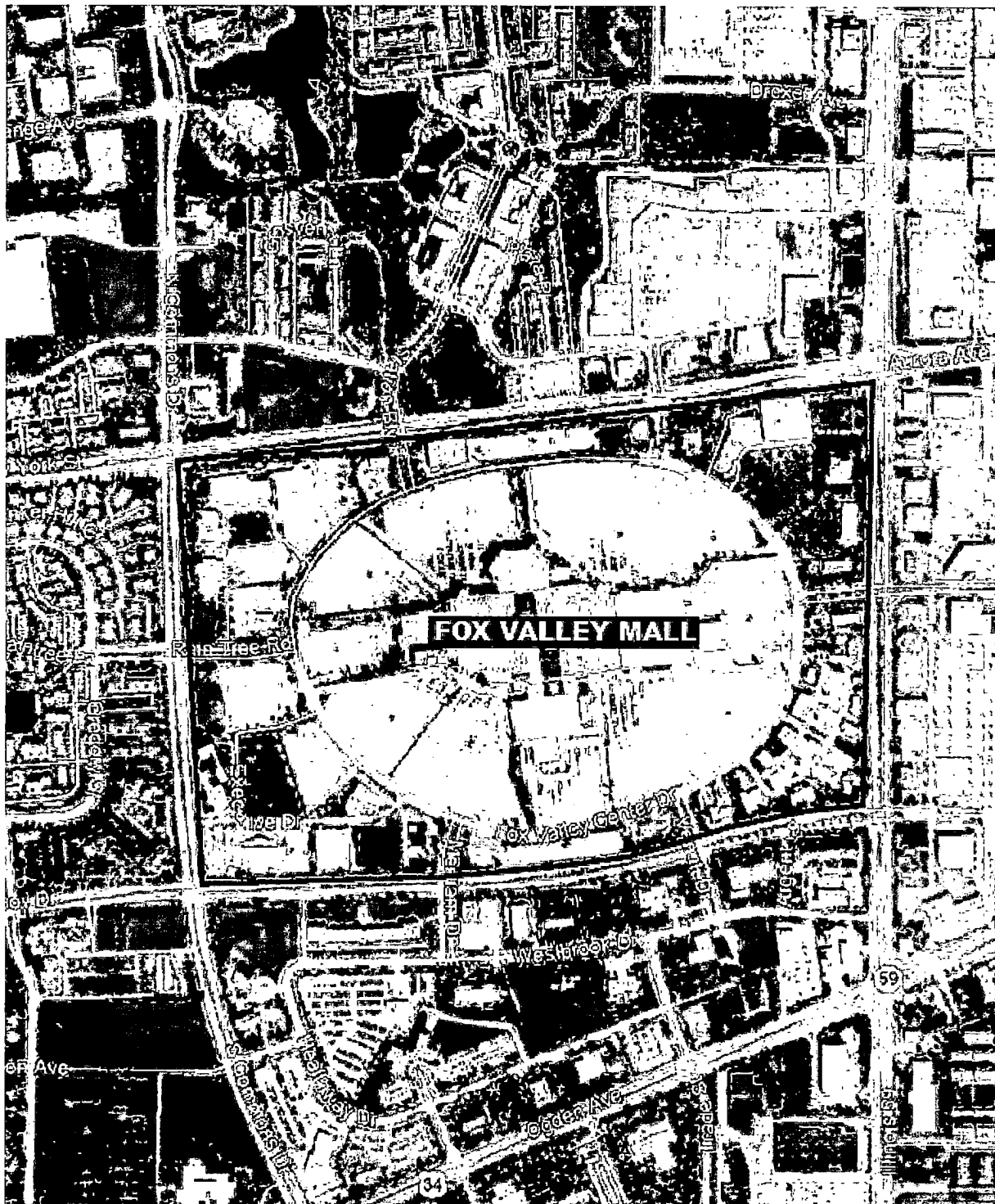


EXHIBIT D-1

75TH STREET OGDEN AVENUE TIF DISTRICT LEGAL DESCRIPTION

(attached)

THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF AURORA, DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF FOX VALLEY VILLAGES UNIT 27 EXTENDED SOUTH AND THE SOUTH LINE OF 75TH STREET; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTH LINE OF OGDEN AVENUE; THENCE NORTHERLY, AT RIGHT ANGLES TO THE NORTH LINE OF SAID OGDEN AVENUE, TO THE NORTH LINE OF SAID OGDEN AVENUE; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF SAID OGDEN AVENUE TO THE WEST LINE OF FOX VALLEY VILLAGES UNIT 27 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE EXTENDED AND THE WEST LINE OF FOX VALLEY VILLAGES UNIT 27 TO THE POINT OF BEGINNING.

EXHIBIT D-2

75TH STREET OGDEN AVENUE TIF DISTRICT MAP

(attached)

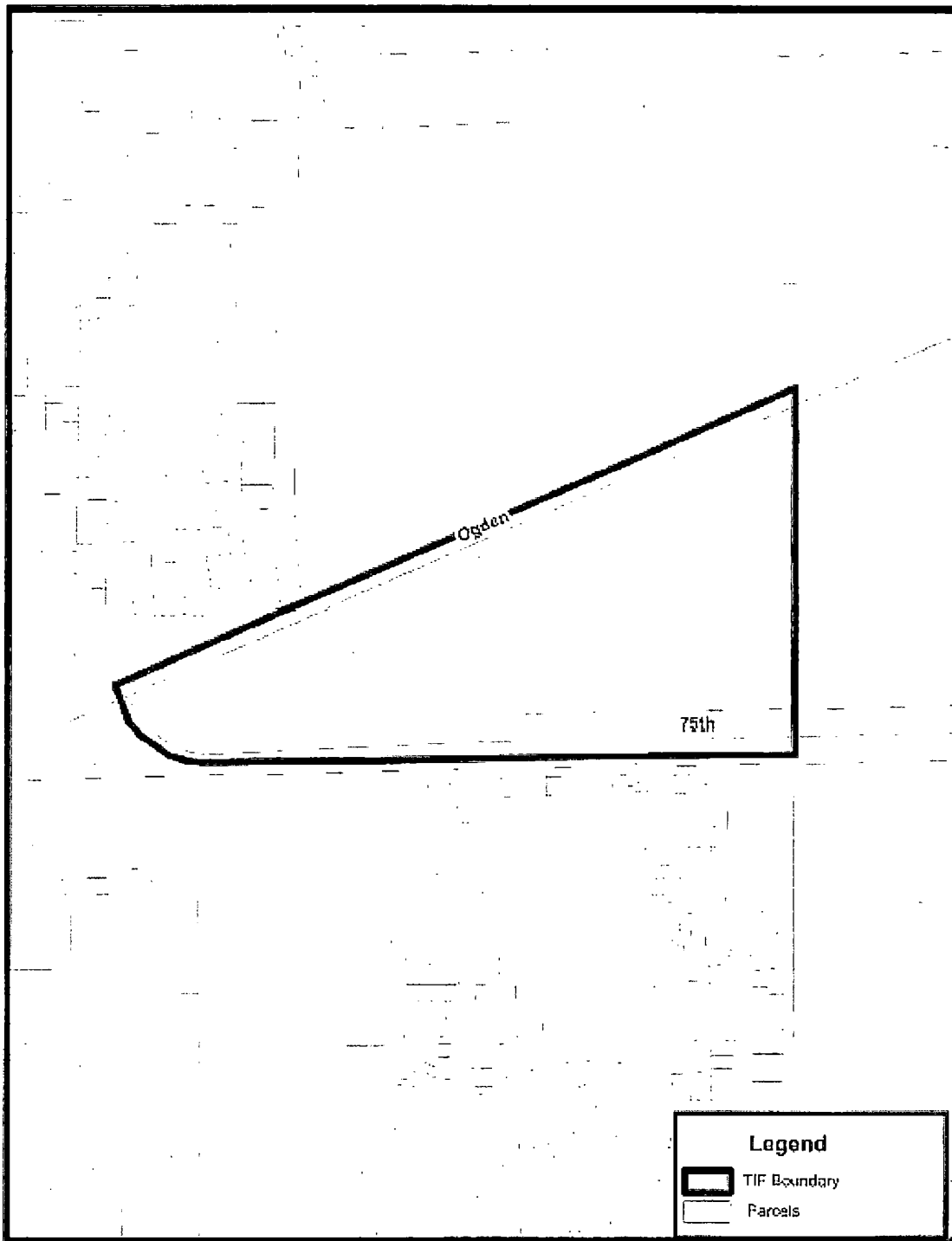


EXHIBIT E

**ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF AURORA AND INDIAN PRAIRIE SCHOOL DISTRICT 204 REGARDING TAX
INCREMENT FINANCING IN THE CITY OF AURORA ROUTE 59 CORRIDOR**

(attached)

**ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF AURORA AND INDIAN PRAIRIE SCHOOL DISTRICT 204 REGARDING TAX
INCREMENT FINANCING IN THE CITY OF AURORA ROUTE 59 CORRIDOR**

The ____ [name of unit of government] ____ ("Unit of Government") approved this "Addendum to an Intergovernmental Agreement between the City of Aurora and Indian Prairie School District 204 regarding Tax Increment Financing in the City of Aurora Route 59 Corridor" ("Addendum") by [motion / resolution / ordinance] this ____ day of _____, 2020.

By approving this Addendum, the Unit of Government shall become a party to the "Intergovernmental Agreement between the City of Aurora and Indian Prairie School District 204 regarding Tax Increment Financing in the City of Aurora Route 59 Corridor" ("IGA").

The Unit of Government shall be bound to perform the obligations, and shall be benefitted by the rights, of a "Taxing District," as defined in the IGA.

An executed original of this Addendum shall be sent to the City of Aurora, Indian Prairie School District 204 and the "Taxing Districts," as defined in the IGA.

APPROVED:

Name: _____
Title: _____
Date: _____, 2020

ATTEST:

Name: _____
Title: _____
Date: _____, 2020