

4/16/2008

32-R-08

A RESOLUTION

**Authorizing the City Manager to Sign
an Intergovernmental Agreement
Relating to Redevelopment with
Evanston Township High School District No. 202
and Community Consolidated School District No. 65**

WHEREAS, the City, a unit of local government, is a home rule unit pursuant to Article VII, Section 6, of the 1970 Illinois Constitution; and

WHEREAS, among the powers of home rule units set forth in Article VII, Section 6, is the power to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, Evanston Township High School District No. 202, Cook County, Illinois, and Community Consolidated School District No. 65, Cook County, Illinois (hereinafter collectively the "School Districts"), are Illinois School Districts organized under the Statutes of the State of Illinois; and

WHEREAS, the City and the School Districts are public agencies within the meaning of such term in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5, Section 220/1, et seq., provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by

School Districts and municipalities as well as other public bodies politic and fosters cooperation among local units of governments; and

WHEREAS, the City and the School Districts recognize the need for cooperation to enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project; and

WHEREAS, the Agreement is in the best interests of the citizens of Evanston,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the foregoing recitals are found as fact and made a part hereof.

SECTION 2: That the City Manager is hereby authorized and directed to sign the Intergovernmental Agreement between the City and the School Districts in substantial conformity with that attached hereto as Exhibit A and made a part hereof.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Agreement, consistent herewith, which she deems necessary and in the best interests of the City.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Lorraine H. Morton
Lorraine H. Morton, Mayor

Attest:

Mary P. Morris
Mary P. Morris, City Clerk

Adopted: April 28, 2008

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
WITH EVANSTON TOWNSHIP SCHOOL DISTRICT 202
AND COMMUNITY CONSOLIDATED SCHOOL DISTRICT 65**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into by and between the City of Evanston, an Illinois Municipal Corporation, Evanston Township High School District No. 202, Cook County, Illinois, and Community Consolidated School District No. 65, Cook County, Illinois, both Illinois School Districts, pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

In consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find and agree as follows:

SECTION 1: STATUS OF THE PARTIES:

1. The City of Evanston (hereinafter the "City") is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.

2. Evanston Township High School District No. 202, Cook County, Illinois, and Community Consolidated School District No. 65, Cook County, Illinois (hereinafter collectively the "School Districts"), are Illinois School Districts organized under the Statutes of the State of Illinois.

3. The City and the School Districts are public agencies within the meaning of such term in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

4. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5, Section 220/1, *et seq.*, provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by School Districts and municipalities as well as other public bodies politic and fosters cooperation among local units of governments.

5. The City and the School Districts recognize the need for cooperation to enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plan and project.

SECTION 2: AUTHORITY UNDER THE TIF ACT:

1. The Tax Increment Allocation Redevelopment Act ("TIF Act"), Illinois Compiled Statutes, as amended, Ch. 65, Section 5/11-74.4-1, *et seq.*, authorizes a municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project.

2. In addition, pursuant to current Sections 4-3 (q)10 of the Illinois TIF Act, a municipality may make payments to affected taxing districts for vocational education, 65 ILCS 5/11-74.4-3(q)10. Redevelopment expenditures which are eligible for reimbursement under the TIF Act from incremental real estate tax include:

Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs are: (i) related to the establishment and maintenance of additional job training, advanced vocational education, or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program, and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by School Districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code. 5/11-74.4-3(q)(10).

3. The Parties declare that this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; Illinois Compiled Statutes, Ch. 5 Section 220/1, *et seq.*, the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, as amended, Ch. 65, Section 5/11-74.4-1, *et seq.*, and other applicable statutes.

4. The City of Evanston has initiated tax increment financing projects under the TIF Act within the School Districts' boundaries.

SECTION 3: PAYMENTS:

1. The City agrees to make two annual payments to the School Districts provided that the City continues to receive incremental tax revenues from the Downtown II TIF District for each of the two tax years 2008 and 2009. Said payments shall fund a portion of the School Districts' expenses in offering job training and vocational and career education programs, as those are contemplated by the TIF Act and articulated in Exhibits 1 and 2. Such payment shall be made annually on or before July 1st (the first payment is to commence June, 2009). The total amount will be paid annually to each school district in one payment. The payment shall be divided between the two School Districts, with 40% paid to District No. 202 and 60% paid to District #65.

2. The payments will be as follows:

	District 65	District 202	Total
June, 2009	\$492,000.00	\$328,000.00	\$820,000.00
June, 2010	\$504,000.00	\$336,000.00	\$840,000.00

3. Prior to the payment by the City of Evanston, the School Districts will present an executed waiver agreement as outlined in Exhibit 3 and attached herein. This waiver is a perpetual waiver of the rights of each School District to receive reimbursement for increased costs attributable to TIF-assisted housing units located within the City's Howard Street TIF Redevelopment Project Area.

SECTION 4: BINDING EFFECT:

This Agreement shall be binding to the Parties and their respective successors, including successors in office.

SECTION 5: GOVERNING LAW:

This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

SECTION 6: TERM:

This Agreement shall become effective upon the adoption by the City of ~~an Ordinance~~ a Resolution approving it, and shall remain in effect for two (2) years.

Each year the City will analyze the financial status of its TIF districts to determine the cash flow and viability of the continued payments to the School Districts. The City reserves the right to discontinue the payments if it can demonstrate that the payment of debt service on the TIFs is financially jeopardized due to the financial status of the fund.

SECTION 7: AMENDMENTS, WAIVERS, MODIFICATIONS:

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.

SECTION 8: REAL ESTATE INCREMENT INFORMATION:

The City agrees to provide the School Districts with a copy of the TIF Annual Report.

SECTION 9: SCHOOL ANNUAL REPORT:

The School Districts agree that an annual report will be provided to the City outlining the use of the TIF funds and the activities undertaken by the Schools. Said report will be forwarded to the City no later than May 30th of each year. Said report must be received by the City prior to the annual payment being distributed by July 1st of each year of the Agreement.

SECTION 10: COMPLETE AGREEMENT:

This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. All Parties acknowledge that no representations have been made which have not been set forth herein.

SECTION 11: PARTIAL INVALIDITY:

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 12: AUTHORITY TO EXECUTE:

The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2008.

CITY OF EVANSTON

EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, ILLINOIS

By: _____
Julia A. Carroll, City Manager

By: _____
President, Board of Education

Attest: _____
Mary P. Morris, City Clerk

Attest: _____
Secretary, Board of Education

COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 65, COOK COUNTY, ILLINOIS

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education

EXHIBIT 1

**Summary of Evanston Township High School District No. 202
Job Training and Vocational and Career Education Programs,
As Those Programs Are Contemplated by the TIF Act**

EXHIBIT 2

Summary of Community Consolidated School District No. 65
Job Training and Vocational and Career Education Programs,
As Those Programs Are Contemplated by the TIF Act

Exhibit 3

Waiver by Elementary and Secondary School Districts, or Unit School Districts, of the Increased Costs Attributable to Assisted Housing Units Located Within the Redevelopment Project Area, as per 65 ILCS 5/11-74.4-3(Q)7.5 of the TIF Act

It is hereby found and declared by Community Consolidated School District No. 65, and Evanston High School District No. 202 that all elementary and secondary school increased costs attributable to assisted housing units located within the City's Howard Street TIF Redevelopment Project Area for which the developer or redeveloper receives financial assistance through an agreement with the City, or because the City incurs the costs of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorize by this Act, (and which costs shall be paid by the City from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units, all pursuant to 65 ILCS 5/11-74.4-3(q)7.5 of the TIF Act), are hereby waived, and not required to be calculated annually by the City and paid to said School Districts as heretofore described.

CITY OF EVANSTON

EVANSTON TOWNSHIP
HIGH SCHOOL DISTRICT NO. 202,
COOK COUNTY, ILLINOIS

By: _____
Julia A. Carroll, City Manager

By: _____
President, Board of Education

Attest: _____
Mary P. Morris, City Clerk

Attest: _____
Secretary, Board of Education

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 65,
COOK COUNTY, ILLINOIS

By: _____
President, Board of Education

Attest: _____
Secretary, Board of Education

END OF DOCUMENT

Evanston Township High School Career Pathways Partnerships/Extra-Curricular Activities, 2007/2008

<i>Partner/Program</i>	<i>Description</i>	<i>Student Involvement</i>
City of Evanston/Youth Engagement Initiative	The City's Youth Coordinator is arranging for placement of ETHS Practicum students in jobs at the City of Evanston related to their career interests.	8-10 students enrolled in the Human Services Practicum course.
Evanston Fire and Police Departments	These departments are helping us offer our first ever <u>Introduction to Public Safety</u> course. Firefighters teach the Fire Science curriculum on a rotating basis. Students will receive 6 Oakton Community College credits upon completion of this ETHS course.	13 students are enrolled in this course that meets 1 st period every day.
Evanston Hospital	Students "shadow" health professionals in various departments twice a week as part of the <u>Health Sciences Rotation</u> course.	40 students are enrolled in the Health Sciences Rotation course.
Walgreen Company	Students can complete the course work and unpaid internship required to take the Pharmacy Technician licensing examination.	Program is still enrolling students – approximately 18 students are expected to participate this year.
Presbyterian Homes	Students can enroll in the Presbyterian Homes Certified Nursing Assistant program (offered during the summer) upon successful completion of the <u>Health Sciences Rotation</u> course.	5 students chose to enroll in the CNA program last summer.
Dr. Steven Dayan	Dr. Dayan, a renowned Plastics and Facial Reconstruction Surgeon, provides internships which allow students to observe surgery, attend staff meetings and gain knowledge regarding medical entrepreneurship.	2 Health Science Rotation students are selected to participate each year.
Project Lead the Way (PLTW) – Pre-Engineering	ETHS has become a Project Lead the Way school and we currently offer 2 PLTW courses: <u>Principles of Engineering</u> and <u>Introduction to Engineering Design</u> . We have a Community Partnership Committee to advise us.	Approximately 75 students are enrolled in PLTW courses.
Oakton Community College (OCC)	Students enrolled in certain ETHS courses can co-enroll in equivalent OCC courses through a dual credit agreement. Dual credit courses include: <u>Architectural Drawing</u> , <u>Introduction to Public Safety</u> , <u>Introduction to Engineering Design</u> , <u>Graphic Communication</u> , and <u>2 Photography</u> .	Approximately 200 students will be eligible to receive OCC credit at the end of this year.
Constitutional Rights Foundation	<u>Business Law Honors</u> students participate in mock hearings which allow them to argue the fine points of constitutional law before a panel of legal professionals.	Approximately 25 students are expected to participate this year.
DECA (Association of Marketing/Management /Entrepreneurship Studies)	Students enrolled in a variety of business classes can participate in local, state and national competitions. Students can develop projects that emphasize marketing, management and/or entrepreneurship.	Approximately 25 students are expected to participate this year.
FCCLA (Family, Career and Community Leaders of America)	Students with an interest in Culinary Arts, Early Childhood Education and other health/human services areas can participate in local, state and national competitions.	Approximately 25 students are expected to participate this year.
E-Town Tuners Car Club, Robotics Club, Sewing Club, Cooking Club	These clubs emphasize skill-building and fun in career pathways areas.	The number of participants varies on a weekly basis.

AST/Career Pathways Courses – 2007/2008

Graphic Design/Communication

Graphic Design
 Graphic Communication
 Arts & Communications Practicum

Architectural Design

Intro. to Engineering Design
 Architectural Drawing
 Arts & Communications Practicum

Media Production

Broadcast Media
 Adv. Broadcast Media
 Broadcast Prod. –KIT-TV
 Journalism Writing/Prod.
 Adv. Journalistic Writing
 Arts & Communications Practicum

Business Management

Sports/Entertainment Marketing
 Entrepreneurship/Business Mgmt.
 Business Law
 Bus./Mgmt. Practicum

Accounting

1 Accounting
 2 Accounting
 Bus./Mgmt. Practicum

Info. Systems

Keyboarding
 Computer Apps./Word
 Computer Apps./Excel
 Web Page Design
 Comp. Prog./Visual Basic
 Bus./Mgmt. Practicum

Environmental/ Natural Resources

Horticulture

Culinary

1 Culinary
 2 Culinary (Adv. Skills)
 2 Culinary (Regional/International Cooking)
 3 Culinary

Human Services

Child Study Experience
 Child Psychology
 Introduction to Public Safety
 Human Services Practicum

Health Sciences

Health Sciences Rotation
 Health Sciences Practicum
 Pharmacy Technician Option

Manufacturing

Metal Sculpture
 1 Manufacturing
 2 Manufacturing
 Principles of Engineering
 Industry/Engineering Practicum

Computer/Electronics

Electricity
 Computer Repair
 Intro. to Engineering Design
 Principles of Engineering
 Industry/Engineering Practicum

Transportation

Auto Maintenance
 1 Automotive Technology
 2 Automotive Technology
 Industry/Engineering Practicum

(Introductory "Smart Lab" courses are offered in the following areas: Business Management/Information Systems, Health Sciences/Human Services, Industry/Engineering Technology)



Evanston/Skokie
School District 65
www.district65.net
Forward to Excellence

1500 McDaniel Avenue
Evanston, IL 60201-3976
847 859-8000 (Voice/TDD)
847 859-8707 (Fax)

March 26, 2008

Julia Carroll
City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Dear Ms. Carroll,

The following is in response to your request for information about how District 65 is using the TIF funds paid by the City.

The U.S. Department of Labor report "What Work Requires of Schools" identifies competencies in reading, writing, math, listening and speaking skills, decision-making, reasoning and problem solving skills, and developing technology skills that translate readily into the work force environment as appropriate vocational preparation for elementary-aged students.

Over the past year, the District infused a great deal of time, energy and funding into the area of instructional technology, including upgrades to our middle school computer labs, installation of Promethean Boards in some classrooms to create interactive learning environments, and purchase of educational software. These efforts compliment a districtwide technology planning initiative this school year that includes parents, teachers, and community partners. These initiatives are designed to help prepare students for the technology age in which we live and work. Additionally, District 65 middle schools offer industrial arts and home economic programs, and Park School offers its students work-study experiences with local businesses to prepare them for post-graduation workforce opportunities. All of the programmatic efforts are supported and enhanced by the annual TIF funds received from the City of Evanston.

District 65 is appreciative of the City's commitment to support programs and services that prepare students and improve their future opportunities.

Sincerely,


Hardy Murphy, Ph.D.
Superintendent of Schools