

ORDINANCE NO. 70-Q-98

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Evanston, Cook County, Illinois, is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Municipality*"); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Municipality is authorized to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons and families within the Municipality, which constitutes a valid public purpose for the issuance of revenue bonds by the Municipality; and

WHEREAS, the Municipality has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of residential housing for low and moderate income persons and families within the Municipality; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 1996, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the Municipality to enter into an Intergovernmental Cooperation Agreement (the "*Cooperation Agreement*") dated as of June 1, 1998, by and among the Municipality and certain other municipalities named therein (the

"Municipalities"), to provide for the joint issuance of such revenue bonds to aid in providing an adequate supply of residential housing in such Municipalities (the "Program"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the Village of Niles, Cook County, Illinois, and the City of Springfield, Sangamon County, Illinois (the "Issuers") propose to issue, sell and deliver not to exceed \$75,000,000 aggregate principal amount of Collateralized Single Family Mortgage Revenue Bonds, Series 1998 (the "Bonds") to obtain funds to finance the acquisition of mortgage-backed securities (the "GNMA Securities") of the Government National Mortgage Association ("GNMA"), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the "FNMA Securities") of the Federal National Mortgage Association ("FNMA"), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the "FHLMC Securities") of the Federal Home Loan Mortgage Corporation ("FHLMC"), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the "Mortgage Loans"), on behalf of the Municipality and the other Municipalities all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the City Clerk of the Municipality has caused a notice of public hearing with respect to the plan of finance of the costs of the Program through the issuance of the Bonds to be published in *The Evanston Review*, a newspaper of general circulation in the Municipality, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), on May 28, 1998, and the City Council of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, or its designee has conducted said public hearing on June 16, 1998;

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Evanston, Cook County, Illinois, as follows:

*Section 1.* That it is the finding and declaration of the City Council of the Municipality that the issuance of the Bonds by the Issuers is advantageous to the Municipality and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and that, by the adoption of this authorizing ordinance, the City Council of the Municipality hereby approves the issuance of the Bonds for the purposes as provided in the preambles hereto, the text hereof and the Notice of Public Hearing which is hereby incorporated herein by reference, which public approval shall satisfy the provisions of Section 147(f) of the Code.

*Section 2.* That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the Mayor of the Municipality be, and is hereby, authorized, empowered and directed to execute, and the City Clerk of the Municipality be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Municipality to, the Cooperation Agreement in the name and on behalf of the Municipality, and thereupon to cause the Cooperation Agreement to be delivered to the other Municipalities; that the Cooperation Agreement is to be in substantially the form presented to and before this meeting and hereby approved or with such changes therein as shall be approved by the officer of the Municipality executing the

Cooperation Agreement, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance and a copy of the Cooperation Agreement shall be placed in the official records of the Municipality, and shall be available for public inspection at the principal office of the Municipality.

*Section 3.* That the Mayor, the City Clerk and the proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

*Section 4.* That all acts of the officers, officials, agents and employees of the Municipality heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of a Notice of Public Hearing.

*Section 5.* That the Municipality hereby transfers its 1998 unified volume cap in the amount of \$2,079,650 to the Issuers, which is hereby allocated by the Municipality to the issuance of the Bonds; and the Municipality hereby allocates all unified volume cap received

by the Municipality from the Office of the Governor of the State of Illinois, pursuant to the request made by the Municipality on June 1, 1998, to the issuance of the Bonds.

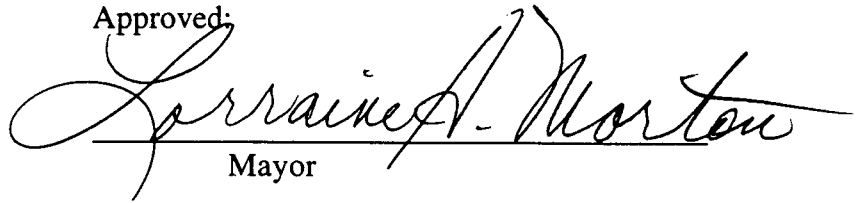
*Section 6.* That after the Cooperation Agreement is executed by the Municipality, this authorizing ordinance shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

*Section 7.* That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

*Section 8.* That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

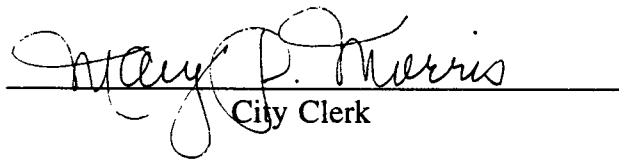
Presented, passed, approved and recorded by the City Council of the City of Evanston,  
Cook County, Illinois, this 13th day of July, 1998.

Approved:

  
\_\_\_\_\_  
Mayor

[SEAL]

Attest:

  
\_\_\_\_\_  
City Clerk

Ayes: Aldermen Engelman, Rainey, Feldman, Newman, Wynne,  
Bernstein and Kent

Nays: None

Absent or Not Voting: Aldermen Drummer and Moran

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF Cook                    )

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Evanston, Cook County, Illinois, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of said City Council of said City held on the ~~22nd~~ day of ~~June~~, 1998, insofar as same related to the adoption of an ordinance entitled:

<sup>13th July</sup>  
AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

a true, correct and complete copy of which said ordinance as adopted at the same meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council of said City on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that said City Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

I do further certify that said ordinance was published in pamphlet form on the 17th day of ~~June~~, 1998, by authority of said City Council.  
<sup>July</sup>

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this 21 day of July, 1998.

Mary P. Morris  
City Clerk, City of Evanston, Cook County,  
Illinois

[SEAL]

MINUTES of a regular public meeting of the City Council of the City of Evanston, Cook County, Illinois, held at the City Hall, 2100 Ridge Avenue, Evanston, Illinois at 8:30 o'clock, P.M., on the 22nd day of June, 1998.

The Mayor, <sup>pro tem</sup> called the meeting to order, and directed the City Clerk to call the roll.

Upon the roll being called, <sup>JOSEPH KENT</sup> ~~Lorraine H. Morton~~, the Mayor, <sup>pro tem</sup> and the following

members of the City Council answered present: Aldermen Kent, Moran, Engelman, Rainey, Feldman, Newman, Drummer, Wynne and Bernstein

The following members of the City Council were absent: None

\* \* \*

(Other Business)

Alderman Drummer presented, <sup>for introduction on the Consent Agenda</sup> and ~~the City Clerk read in full~~, the following

ordinance: 70-0-98



INTERGOVERNMENTAL COOPERATION AGREEMENT

By and Among

CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS,  
VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS,  
CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS,  
CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS,  
CITY OF DECATUR, MACON COUNTY, ILLINOIS,  
CITY OF EVANSTON, COOK COUNTY, ILLINOIS,  
CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS,  
VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS,  
VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS,  
VILLAGE OF NILES, COOK COUNTY, ILLINOIS,  
VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS,  
CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS,  
CITY OF PEORIA, PEORIA COUNTY, ILLINOIS,  
VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS,  
VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,  
CITY OF ROLLING MEADOWS, COOK COUNTY, ILLINOIS,  
CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS,  
CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS,  
CITY OF WAUKEGAN, LAKE COUNTY, ILLINOIS,

and

VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS

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Dated as of June 1, 1998

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## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "*Cooperation Agreement*") dated as of June 1, 1998, by and among the CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Aurora*"), the VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bartlett*"), the CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belleville*"), the CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign*"), the CITY OF DECATUR, MACON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Decatur*"), the CITY OF EVANSTON, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Evanston*"), the CITY OF FREEPORT, STEPHENSON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Freeport*"), the VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Maywood*"), the VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Morton Grove*"), the VILLAGE OF NILES, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Niles*"), the VILLAGE OF PALATINE, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Palatine*"), the CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Pekin*"), the CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria*"), the VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria Heights*"), the VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rantoul*"), the CITY OF ROLLING MEADOWS, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rolling Meadows*"), the CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Springfield*"), the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, a

municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Urbana*"), the CITY OF WAUKEGAN, LAKE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Waukegan*"), and the VILLAGE OF WILMETTE, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Wilmette*");

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois 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 to use their credit, revenues and other reserves to pay cash and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 1996, 220/1 et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Aurora, Bartlett, Belleville, Champaign, Decatur, Evanston, Freeport, Maywood, Morton Grove, Niles, Palatine, Peoria, Peoria Heights, Rantoul, Rolling Meadows, Springfield, Urbana, Waukegan and Wilmette (collectively, the "*Municipalities*") are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, each Municipality has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the mortgage loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, the Municipalities have determined that it is necessary and desirable to have Aurora, Niles and Springfield (the "*Issuers*") jointly issue such revenue bonds on behalf of all of the Municipalities for the purpose of financing and purchasing mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the Municipalities (the "*Program*"); and

WHEREAS, to provide for the Program, the Issuer proposes to issue, sell and deliver \$\_\_\_\_\_ aggregate principal amount of Collateralized Single Family Mortgage Revenue Bonds, Series 1998 (the "*Bonds*") on behalf of all of the Municipalities to obtain funds to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the

Government National Mortgage Association ("GNMA"), evidencing a guarantee by GNMA of timely payment of, mortgage-backed securities (the "FNMA Securities") of the Federal National Mortgage Association ("FNMA"), evidencing a guaranty by FNMA of timely payment of, and mortgage-backed securities (the "FHLMC Securities") of the Federal Home Loan Mortgage Corporation ("FHLMC"), evidencing a guaranty by FHLMC of timely payment of, monthly principal of and interest on certain qualified mortgage loans under the Program (the "Mortgage Loans"), all under and in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, 30 Illinois Compiled Statutes 1996, 345/6 et seq., as supplemented and amended, permits the corporate authorities of any home rule unit of government to reallocate its private activity bond allocation to another home rule unit, and to allocate volume cap which has been allocated to it toward the issuance of the Bonds, subject to certain restrictions, guidelines and procedures;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Municipalities hereby agree, as follows:

*Section 1. Bonds.* The Issuers hereby agree to issue the Bonds on behalf of all of the Municipalities for the purpose of purchasing GNMA Securities, FNMA Securities and FHLMC Securities to finance mortgage loans for single family residences for low and moderate income persons within the corporate boundaries of each Municipality, to pay interest on the Bonds and to pay the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be agreed upon by the Issuers and approved by ordinance of the respective governing bodies of the Issuer. The proceeds of the Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by ordinances of the respective governing bodies of the Issuer.

*Section 2. Transfer and Allocation of Unified Volume Cap.* Each Municipality, other than the Issuers, hereby transfers to the Issuers any unified volume cap that it reserved before May 1, 1998, to issue private activity bonds, as set forth in *Exhibit A* attached to and made a part of this Cooperation Agreement. The Municipalities hereby allocate the unified volume cap referred to in the preceding sentence to the issuance of the Bonds. Each Municipality that received an allocation of unified volume cap from the State of Illinois after June 1, 1998, as set forth in *Exhibit A* attached hereto and made a part hereof, hereby allocates such volume cap to the issuance of the Bonds.

*Section 3. Allocation of Program Allocation.* The origination and servicing agreement and the trust indenture relating to the issuance of the Bonds shall provide that from the date of issuance of the Bonds through \_\_\_\_\_, 199\_ (the "Reservation Period"), a portion of the proceeds of the Bonds shall be made available to each Municipality in the

amounts set forth in *Exhibit B* attached hereto and made a part hereof (the "*Program Allocation*"), subject to the requirements of Section 143 of the Internal Revenue Code of 1986, as amended (the "*Code*"). During the Reservation Period, the Program Allocation allocated to a Municipality may not be reallocated to another Municipality without the express written consent of the Municipality from whom the Program Allocation is to be reallocated.

*Section 4. Reallocation of Program Allocation.* After each Reservation Period, Program Allocation may be reallocated by the trustee with respect to the Bonds in the manner set forth in the origination and servicing agreement and the trust indenture relating to the Bonds, subject to the requirements of Section 143 of the Code.

*Section 5. Pledge of Collateral.* The Issuers hereby agree to assign and pledge to the trustee with respect to the Bonds all of the GNMA Securities, the FNMA Securities and the FHLMC Securities purchased with the proceeds of the Bonds. The Issuer hereby further agrees to assign and pledge to such trustee all other such documents, instruments, securities and moneys as shall be approved by ordinances of the respective governing bodies of the Issuer.

*Section 6. Documents and Instruments.* The Issuers hereby agree to enter into all such documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation origination and servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings and closing certificates. The Issuers hereby further agree to enter into all such other documents and instruments as shall be necessary or appropriate in connection with the issuance of the Bonds, including without limitation closing certificates.

*Section 7. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by the Municipalities. This Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of all of the Municipalities, authorized by ordinances adopted by their respective governing bodies; certified copies of which shall be filed with the other Municipalities.

*Section 8. Municipalities' Obligations Unconditional.* The Municipalities shall have no right to terminate, cancel or rescind this Cooperation Agreement, it being the intent hereof that the Municipalities shall be absolutely and unconditionally obligated to perform all covenants contained in this Cooperation Agreement.

*Section 9. Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the appropriate address set forth in *Exhibit C* attached to and made a part of this Cooperation Agreement. A duplicate copy of each notice, certificate or other communication given hereunder to any Municipality shall also be given to the others. Any Municipality, by notice given hereunder, may designate a

different or further address to which subsequent notices, certificates or other communications will be sent.

*Section 10. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be binding upon the Municipalities and their respective successors and assigns.

*Section 11. Severability.* In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

*Section 12. Further Assurances and Corrective Instruments.* The Municipalities agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

*Section 13. Execution in Counterparts.* This Cooperation Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be original and all of which counterparts shall constitute but one and the same instrument.

*Section 14. Applicable Law.* This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 15. Effective Date.* This Cooperation Agreement shall be in full force and effect on June 1, 1998, or on the date when it is executed by all Municipalities, whichever is later. Time is of the essence.

*Section 16. Filing of Authorizing Ordinances.* Each Municipality shall file with the other Municipalities a certified copy of the ordinance authorizing the execution of this Cooperation Agreement within two (2) weeks of the adoption of such ordinance.

IN WITNESS WHEREOF, the Municipalities have caused this Cooperation Agreement to be executed in their respective names by their respective duly authorized officials shown below:

CITY OF AURORA, KANE, DUPAGE, WILL  
AND KENDALL COUNTIES, ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

VILLAGE OF BARTLETT, COOK, DUPAGE AND  
KANE COUNTIES, ILLINOIS

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

(SEAL)

ATTEST:

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

CITY OF BELLEVILLE, ST. CLAIR COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF CHAMPAIGN, CHAMPAIGN COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF DECATUR, MACON COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF EVANSTON, COOK COUNTY,  
ILLINOIS

By Lorraine A. Morton  
Mayor

(SEAL)

ATTEST:

Mary J. Morris  
City Clerk



CITY OF FREEPORT, STEPHENSON COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

VILLAGE OF MAYWOOD, COOK COUNTY,  
ILLINOIS

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

(SEAL)

ATTEST:

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

VILLAGE OF MORTON GROVE, COOK  
COUNTY, ILLINOIS

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

(SEAL)

ATTEST:

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

VILLAGE OF NILES, COOK COUNTY, ILLINOIS

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

(SEAL)

ATTEST:

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

VILLAGE OF PALATINE, COOK COUNTY,  
ILLINOIS

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

(SEAL)

ATTEST:

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

CITY OF PEKIN, TAZEWELL AND PEORIA  
COUNTIES, ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF PEORIA, PEORIA COUNTY, ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

VILLAGE OF PEORIA HEIGHTS, PEORIA  
COUNTY, ILLINOIS

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

(SEAL)

ATTEST:

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

VILLAGE OF RANTOUL, CHAMPAIGN  
COUNTY, ILLINOIS

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

(SEAL)

ATTEST:

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

CITY OF ROLLING MEADOWS, COOK COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SPRINGFIELD, SANGAMON COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF URBANA, CHAMPAIGN COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF WAUKEGAN, LAKE COUNTY,  
ILLINOIS

By \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

VILLAGE OF WILMETTE, COOK COUNTY,  
ILLINOIS

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

(SEAL)

ATTEST:

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

**EXHIBIT A**

**VOLUME CAP ALLOCATIONS  
AND TRANSFERS**

| MUNICIPALITY   | MUNICIPALITY<br>RESERVED<br>ALLOCATION | STATE ALLOCATION |
|--|--|------------------|
| City of Aurora, DuPage, Kane, Will<br>and Kendall Counties, Illinois |  |                  |
| Village of Bartlett, Cook, DuPage<br>and Kane Counties, Illinois     |  |                  |
| City of Belleville, St. Clair County,<br>Illinois                    |  |                  |
| City of Champaign, Champaign<br>County, Illinois                     |  |                  |
| City of Decatur, Macon County,<br>Illinois                           |  |                  |
| City of Evanston, Cook County,<br>Illinois                           |  |                  |
| City of Freeport, Stephenson<br>County, Illinois                     |  |                  |
| Village of Maywood, Cook County,<br>Illinois                         |  |                  |
| Village of Morton Grove, Cook<br>County, Illinois                    |  |                  |
| Village of Niles, Cook County,<br>Illinois                           |  |                  |
| Village of Palatine, Cook County,<br>Illinois                        |  |                  |
| City of Pekin, Tazewell and Peoria<br>Counties, Illinois             |  |                  |
| City of Peoria, Peoria County,<br>Illinois                           |  |                  |
| Village of Peoria Heights, Peoria<br>County, Illinois                |  |                  |

MUNICIPALITY

MUNICIPALITY  
RESERVED  
ALLOCATION

STATE ALLOCATION

Village of Rantoul, Champaign  
County, Illinois

City of Rolling Meadows, Cook  
County, Illinois

City of Springfield, Sangamon  
County, Illinois

City of Urbana, Champaign County,  
Illinois

City of Waukegan, Lake County,  
Illinois

Village of Wilmette, Cook County,  
Illinois

**EXHIBIT B**

**PROGRAM ALLOCATIONS**

| MUNICIPALITY   | PROGRAM ALLOCATION<br>AT DATE OF ISSUANCE |
|--|---|
| City of Aurora, DuPage, Kane, Will and Kendall<br>Counties, Illinois |   |
| Village of Bartlett, Cook, DuPage and Kane<br>Counties, Illinois     |   |
| City of Belleville, St. Clair County, Illinois                       |   |
| City of Champaign, Champaign County, Illinois                        |   |
| City of Decatur, Macon County, Illinois                              |   |
| City of Evanston, Cook County, Illinois                              |   |
| City of Freeport, Stephenson County, Illinois                        |   |
| Village of Maywood, Cook County, Illinois                            |   |
| Village of Morton Grove, Cook County, Illinois                       |   |
| Village of Niles, Cook County, Illinois                              |   |
| Village of Palatine, Cook County, Illinois                           |   |
| City of Peoria, Tazewell and Peoria Counties,<br>Illinois            |   |
| City of Peoria, Peoria County, Illinois                              |   |
| Village of Peoria Heights, Peoria County, Illinois                   |   |
| Village of Rantoul, Champaign County, Illinois                       |   |
| City of Rolling Meadows, Cook County, Illinois                       |   |
| City of Springfield, Sangamon County, Illinois                       |   |
| City of Urbana, Champaign County, Illinois                           |   |
| City of Waukegan, Lake County, Illinois                              |   |
| Village of Wilmette, Cook County, Illinois                           |   |



## EXHIBIT C

### NOTICE ADDRESSES

| MUNICIPALITY  | ADDRESS  |
|---|--|
| City of Aurora, DuPage, Kane, Will and Kendall Counties, Illinois | 44 East Downer Place<br>Aurora, Illinois 60507           |
| Village of Bartlett, Cook, DuPage and Kane Counties, Illinois     | 228 South Main Street<br>Bartlett, Illinois 60103        |
| City of Belleville, St. Clair County, Illinois                    | 101 South Illinois Street<br>Belleville, Illinois 62220  |
| City of Champaign, Champaign County, Illinois                     | 102 North Nell Street<br>Champaign, Illinois 61820       |
| City of Decatur, Macon County, Illinois                           | One Gary K. Anderson Plaza<br>Decatur, Illinois 62523    |
| City of Evanston, Cook County, Illinois                           | 2100 Ridge Avenue<br>Evanston, Illinois 60201            |
| City of Freeport, Stephenson County, Illinois                     | 230 West Stephenson Street<br>Freeport, Illinois 61032   |
| Village of Maywood, Cook County, Illinois                         | 115 South Fifth Avenue<br>Maywood, Illinois 60153        |
| Village of Morton Grove, Cook County, Illinois                    | 6101 Capulina Avenue<br>Morton Grove, Illinois 60053     |
| Village of Niles, Cook County, Illinois                           | 1000 Civic Center<br>Niles, Illinois 60714               |
| Village of Palatine, Cook County, Illinois                        | 200 East Wood Street<br>Palatine, Illinois 60067         |
| City of Pekin, Tazewell and Peoria Counties, Illinois             | 400 Margaret Street<br>Pekin, Illinois 61554             |
| City of Peoria, Peoria County, Illinois                           | 419 Fulton Street<br>Suite 303<br>Peoria, Illinois 61602 |
| Village of Peoria Heights, Peoria County, Illinois                | 4901 North Prospect<br>Peoria Heights, Illinois 61614    |

**MUNICIPALITY**

**ADDRESS**

Village of Rantoul, Champaign County,  
Illinois

c/o Evans, Froehlich & Beth  
44 Main Street  
Suite 310  
Champaign, Illinois 61820

City of Rolling Meadows, Cook County,  
Illinois

3600 Kirchoff Road  
Rolling Meadows, Illinois 60008

City of Springfield, Sangamon County,  
Illinois

231 South Sixth Street  
Springfield, Illinois 62701

City of Urbana, Champaign County, Illinois

400 South Vine Street  
Urbana, Illinois 61801

City of Waukegan, Lake County, Illinois

410 Robert V. Sabonjian Drive  
Waukegan, Illinois 60085

Village of Wilmette, Cook County, Illinois

1200 Wilmette Avenue  
Wilmette, Illinois 60091