



**Resolution 19-09  
Approval of Intergovernmental Agreement with  
DuPage Housing Authority**

WHEREAS, in 2004, the Illinois General Assembly enacted the Housing Opportunity Area Tax Abatement Program (35 ILCS 200/18-173) (hereinafter the "Program"); and

WHEREAS, both the Aurora Housing Authority (AHA) and the DuPage Housing Authority (DHA) have implemented said Program in DuPage and Kane County; and

WHEREAS, the AHA desires to engage the DHA to continue assisting in the implementation of the Program;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Aurora Housing Authority approve the intergovernmental agreement for the purpose of the continuation of the implementation of the Program

PASSED, by the Board of Commissioners this 24th day of July, 2019

AYES 5

NAYS 0

[Signature]  
[Signature] (Chairperson)  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**DUPAGE HOUSING AUTHORITY - AURORA HOUSING AUTHORITY**

**INTERGOVERNMENTAL AGREEMENT**

**IN RELATION TO THE**

**ILLINOIS HOUSING OPPORTUNITY AREA TAX ABATEMENT PROGRAM**

This Intergovernmental Agreement is made and entered into as dated below by and between the AURORA HOUSING AUTHORITY, an Illinois municipal corporation, (hereinafter the "AHA"), and the DUPAGE HOUSING AUTHORITY, an Illinois municipal corporation, (hereinafter "DHA"),

**WITNESSETH**

**WHEREAS**, in 2004, the Illinois General Assembly enacted the Housing Opportunity Area Tax Abatement Program (35 ILCS 200/18-173) (hereinafter the "Program"); and

**WHEREAS**, DHA has implemented said Program prior in DuPage County, Illinois and in such other county jurisdictions covered by the DHA; and

**WHEREAS**, with the assistance of DHA, AHA began implementing said Program in Kane County, Illinois and in such other jurisdictions covered by the AHA (the "AHA Program"); and

**WHEREAS**, AHA desires to engage DHA to continue assisting AHA in implementing the AHA Program; and

**WHEREAS**, DHA is willing to continue assisting AHA in the implementation of the AHA Program; and

**WHEREAS**, the parties have determined that it is in their respective interests and the interest of the public to enter into this Agreement for the continued implementation of the Program in Kane County, Illinois; and in such other county jurisdictions covered by the AHA; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to the power conferred in Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Housing Authorities Act (310 ILCS 10/1 et seq.).

**NOW THEREFORE**, in consideration of the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1. **Preamble**. The recitals set forth above are incorporated herein and made a part hereof.

**2. AHA and DHA responsibilities:**

A. AHA and DHA shall pass any and all resolutions necessary authorizing the execution of this Agreement between the AHA and the DHA.

B. AHA shall provide DHA with a complete list of all eligible Housing Choice Voucher (HCV) properties along with the following information for each property in a format agreeable to both the DHA and AHA in order to efficiently process the applications:

- property owner/landlord name
- property owner/landlord address
- leased property address (including county)
- tenant name
- date of tenant move-in

C. DHA shall email and/or mail applications to eligible landlords. DHA shall also make application forms available on the DHA website and at the DHA main office.

D. AHA shall provide DHA with an AHA contact with access to AHA files and shall provide the DHA Tax Abatement Coordinator with any and all information necessary to implement the AHA Program with regard any particular application.

E. DHA will collect from the applicant a \$75.00 application fee for each unit to cover its costs for staffing and other requirements.

F. DHA will furnish landlords with appropriate contact information to answer questions that may arise during the application process.

G. DHA will be responsible for contacting the appropriate Property Tax Officer of AHA's HCV jurisdictions to determine the type of format necessary to submit the applications from the DHA.

H. DHA shall be responsible for filing a final product to the Kane County Property Tax Officer and to such other AHA HCV jurisdictions on or before December 31, 2019 .

**3. Notices.**

Notices shall be served at the following addresses and as otherwise provided through the contact information listed below:

If to DHA:

DuPage Housing Authority  
711 E. Roosevelt Road, Wheaton, IL 60187  
(630) 690-3555 (office)  
Attention: HCV Property Tax Savings Coordinator

If to AHA:

Aurora Housing Authority  
1449 Jericho Circle  
Aurora, IL 60506  
(630) 701-9977  
Attention: HCV Property Tax Savings Coordinator

**4. Execution**

This Agreement shall be executed in duplicate, and each party shall retain one fully executed copy, each of which is deemed to be an original.

**5. Termination**

This Agreement shall terminate upon sixty days written notice from either party.


**IN WITNESS WHEREOF**, the parties have entered into this Intergovernmental Agreement as of this 14 day of August, 2019.

DUPAGE HOUSING AUTHORITY

By:   
Chairman

Attest:   
Secretary/Treasurer

AURORA HOUSING AUTHORITY

By:   
Chairman

Attest:   
Secretary