

CITY OF SULLIVAN, ILLINOIS

ORDINANCE NO. 20-2

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT**

BY AND BETWEEN

THE CITY OF SULLIVAN

AND

SULLIVAN FIRE PROTECTION DISTRICT

SULLIVAN TAX INCREMENT FINANCING DISTRICT I

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE CITY OF SULLIVAN, ILLINOIS
ON THE 9TH DAY OF MARCH, 2020.**

CITY OF SULLIVAN, ILLINOIS: ORDINANCE NO. 20-2

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN:
THE CITY OF SULLIVAN
AND
SULLIVAN FIRE PROTECTION DISTRICT

The Mayor and City Council of the City of Sullivan, Moultrie County, Illinois have determined that this Intergovernmental Agreement is in the best interest of the citizens of the City of Sullivan; therefore, be it ordained as follows:

SECTION ONE: The Intergovernmental Agreement with Sullivan Fire Protection District attached hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Intergovernmental Agreement and the City Clerk of the City of Sullivan is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 9th day of March, 2020

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of Sullivan this 9th day of March, 2020 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Peggy Hargis	✓		
Chuck Woodworth	✓		
Mike Fowler	✓		
Abby Sherwood	✓		
Mayor Richard Glazebrook	✓		
TOTAL VOTES:	5		

APPROVED. Richard H. Glazebrook, Date 3 / 9 / 2020
Mayor, City of Sullivan

ATTEST: Carrie Creek, Date: 3 / 9 / 2020
City Clerk, City of Sullivan

**SULLIVAN TIF DISTRICT I
INTERGOVERNMENTAL AGREEMENT**

by and between

**THE CITY OF SULLIVAN, ILLINOIS
and the
SULLIVAN FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement is entered into by and between the City of Sullivan, an Illinois Municipal Corporation, and the Sullivan Fire Protection District, an Illinois Fire Protection District, pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

In consideration of their mutual promises, the parties hereto agree as follows.

1. The City of Sullivan ("City") is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois
2. The Sullivan Fire Protection District ("Fire District") is a duly organized Fire Protection District operating under the Statutes of the State of Illinois.
3. The City has the authority under the Expenses for Economic Development Act, 65 ILCS 5/8-1-2.5, to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity that is deemed necessary or desirable for the promotion of economic development within the municipality.
4. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5 Section 220/1 *et. seq.* provides legal authority for intergovernmental privileges and authority to be enjoyed jointly by municipalities as well as other public bodies politic.
5. 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.
6. The TIF Act authorizes a municipality to pay all or a portion of a taxing districts capital costs which are made necessary and in furtherance of the TIF District Redevelopment Plan.
7. The City has previously adopted a Redevelopment Plan and Projects and designated a Redevelopment Area pursuant to the TIF Act for Sullivan TIF District I (the "TIF District") which is an area located in the Fire District.
8. 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.

- 9 The Parties agree that the reimbursements to be provided hereunder are not payments in lieu of taxes as that term is defined in the TIF Act.

NOW, THEREFORE, the parties agree to implement these policies as follows.

I. REIMBURSEMENT OF CAPITAL COSTS

The City shall pay the Fire Protection District a one-time lump sum of **Two Hundred Eleven Thousand One Hundred Ninety-Eight Dollars (\$211,198.00)** from the Sullivan TIF District I Special Tax Allocation Fund (the "TIF Fund") for reimbursement of capital costs incurred by the Fire District for the purchase of a new ambulance and upgrades to three other ambulances

II. GENERAL PROVISIONS

Binding Effect:

This Agreement shall be binding on the parties and their respective successors--including successors in office.

Governing Law:

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

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

Waiver of All Rights to Contest TIF District:

The Fire District, by its execution and approval of this Agreement, hereby waives forever any and all rights to directly or indirectly set aside, modify or contest in any manner the establishment and administration of the TIF District.

Prevailing Wage:

The Fire District acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act and shall not pay less than the prevailing rate of wages as found by the City or Department of Labor to all laborers, workers and mechanics performing work on the Fire District's storm sewer relocation project. The Fire District shall indemnify and hold harmless the City, its officers, officials, agents and consultants from any an all claims related thereto

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.

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. Each party acknowledges that no representations have been made which have not been set forth herein.

Authority to Execute:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 9th day of March, 2020

**FIRE PROTECTION DISTRICT,
an Illinois Fire Protection District**

By: *Troy P. Wynn*
President

Attest: *David Reed*
Secretary

**CITY OF SULLIVAN,
an Illinois Municipal Corporation**

By: *Richard R. Stappholz*
Mayor

Attest: *Carrie Creech*
City Clerk