

**VILLAGE OF MT. ZION  
MACON COUNTY, ILLINOIS**

Ordinance No.  
2021-17

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION  
AND MT. ZION DISTRICT LIBRARY

**CERTIFICATE**

State of Illinois    )  
                              )  
                              )  
County of Macon    )

I, Dawn Reynolds, duly appointed Village Clerk of the Village of Mt. Zion, Macon County, State of Illinois, and as such, custodian of all Village records, do hereby certify that the attached Ordinance No. 2021-17, is a true and correct copy of AN APPROVED ORDINANCE OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS that was adopted by the Mt. Zion Village Board on June 21, 2021.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 21<sup>st</sup> day of June, 2021.

Seal

  
\_\_\_\_\_  
Dawn Reynolds, Village Clerk

**ORDINANCE NO. 2021-17**

**VILLAGE OF MT. ZION, ILLINOIS  
MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II**

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

**by and between**

**VILLAGE OF MT. ZION, ILLINOIS**

**and**

**MT. ZION DISTRICT LIBRARY**

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS  
ON THE 21<sup>ST</sup> DAY OF JUNE, 2021.**

ORDINANCE NO. 2021-17

VILLAGE OF MT. ZION, ILLINOIS  
MT. ZION RT. 121 TAX INCREMENT FINANCING (TIF) DISTRICT II  
AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
by and between  
VILLAGE OF MT. ZION, ILLINOIS  
and  
MT. ZION DISTRICT LIBRARY

**WHEREAS**, the Village President and Board of Trustees of the Village of Mt. Zion, Macon County, Illinois (the “Village”), have hereby determined that the Intergovernmental Agreement by and between the Village of Mt. Zion and Mt. Zion District Library (the “Library District”) attached hereto as **Exhibit “A”**, is in the best interest of the citizens of the Village of Mt. Zion.

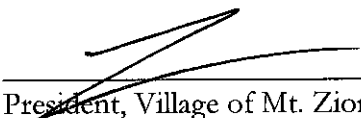
**NOW THEREFORE**, be it ordained by the Village President and Board of Trustees of the Village of Mt. Zion, Illinois, in the County of Macon, as follows:


1. The Village of Mt. Zion, Illinois Rt. 121 TIF District II (the “TIF District”) Intergovernmental Agreement attached hereto as **Exhibit A** is hereby approved.
2. The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said TIF Intergovernmental Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.
3. The Intergovernmental Agreement shall be effective the date of its approval on the 21<sup>st</sup> day of June, 2021.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

*(The remainder of this page is intentionally blank.)*

**PASSED APPROVED AND ADOPTED** by the Village President and Board of Trustees of the Village of Mt. Zion this 21<sup>st</sup> day of June, 2021.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Ellen Ritchie	X			
Mike Mose	X			
Chris Siudyla	X			
Donna Scales	X			
Wendy Kernan				X
Kevin Fritzsche	X			
Lucas Williams, President				

**APPROVED:**  \_\_\_\_\_, Date 6 / 21 / 2021  
 President, Village of Mt. Zion

**ATTEST:**  \_\_\_\_\_, Date: 06 / 21 / 2021  
 Village Clerk, Village of Mt. Zion

**ATTACHMENTS:**

**EXHIBIT A.** Intergovernmental Agreement by and between Village of Mt. Zion, Illinois, and Mt. Zion District Library.

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
by and between  
VILLAGE OF MT. ZION, ILLINOIS  
and  
MT. ZION DISTRICT LIBRARY**

**INTERGOVERNMENTAL AGREEMENT**

by and between

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS**

**MT. ZION RT. 121 TIF DISTRICT II**

and

**MT. ZION DISTRICT LIBRARY**

**JUNE 21, 2021**

# INTERGOVERNMENTAL AGREEMENT

by and between

VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

MT. ZION RT. 121 TIF DISTRICT II

and

MT. ZION DISTRICT LIBRARY

This Intergovernmental Agreement is entered into this 21<sup>st</sup> day of June, 2021, by and between the Village of Mt. Zion, Macon County, Illinois, an Illinois Municipal Corporation (the "Village"), and the Mt. Zion District Library, a duly organized Library District (the "Library District"), pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

## PREAMBLE

**WHEREAS**, the Village of Mt. Zion is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois; and

**WHEREAS**, the Mt. Zion District Library is a duly organized Library District organized under the Statutes of the State of Illinois; and

**WHEREAS**, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, 65 ILCS 5/11-74.4-1 *et. seq.* provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by library districts and municipalities; and

**WHEREAS**, pursuant to Section 65 ILCS 5/8-1-2.5 of the Illinois Municipal Code, the Corporate Authorities of the Village may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality; and

**WHEREAS**, the Tax Increment Allocation Redevelopment Act ("TIF Act"), Illinois Compiled Statutes, as amended, 65 ILCS 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; and

**WHEREAS**, in anticipation of establishing a redevelopment project area pursuant to the TIF Act, the Village approved by Ordinance No. 2020-22 on November 16, 2020 an Intergovernmental Agreement to which the Library District is a party and wherein a certain portion of real estate tax increment to be generated by the said proposed redevelopment project area shall be declared annually by the Village as surplus funds and redistributed to the affected taxing districts; and

**WHEREAS**, on January 19, 2021, the Village adopted a Redevelopment Plan and Projects (Ordinance No. 2021-1); designated a Redevelopment Project Area (Ordinance No. 2021-2); and

adopted Tax Increment Financing pursuant to the TIF Act (Ordinance No. 2021-3) to establish the Mt. Zion Rt. 121 TIF District II (the "TIF District"), which is an area located in the Library District and which impacts the Library District's taxing base; and

**WHEREAS**, the Village wishes to encourage public participation in local events and undertake redevelopment projects which will further improve communication as well as the overall quality of life, health, and well-being of the Mt. Zion community; and

**WHEREAS**, the Village agrees to exercise its authority under Section 5/11-74.4-3(q)(7) of the TIF Act to further reduce some of the negative impact on the real estate tax base of the Library District from the establishment of the TIF District by reimbursing certain capital costs incurred by the Library District as may be related to the purchase and construction of a digital sign and community information board at 115 W. Main Street, Mt. Zion, Illinois (the "Project"); and

**WHEREAS**, any payments provided for hereunder are not payments in lieu of taxes as defined by the TIF Act; and

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

**NOW, THEREFORE**, in consideration of their mutual promises, the parties hereto agree as follows:

### **I. REIMBURSEMENT**

The Village shall pay to the Library District from the Mt. Zion Rt. 121 TIF District II Special Tax Allocation Fund the amount of a one-time lump sum payment of **Thirty-six Thousand and 00/100 Dollars (\$36,000.00), or Seventy-five Percent (75%) of verified capital costs incurred by the Library District, whichever is less**, for the purchase and construction of a digital sign and community information board at 115 W. Main Street, Mt. Zion, Illinois as illustrated and further described in *Exhibit "A"* attached hereto.

### **II. IMPACT FEE**

The Village will pay the sum above described in *Section I* to the Library District from the Mt. Zion Rt. 121 TIF District II Special Tax Allocation Fund (the "TIF Fund") as an impact fee to be used for capital costs, pursuant to current Section 4-3(q)(7) of the TIF Act.

### **III. VERIFICATION OF CAPITAL COSTS**

The Library District shall provide to the Village copies of receipts, invoices, waiver of lien, cancelled checks or other proof of payment as may be required to verify its capital expenditures, as required by the Act.



#### IV. GENERAL

1. **Binding Effect:** This Agreement shall be binding on the parties and their respective successors--including successors in office.
2. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. **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.
4. **Waiver of All Rights to Contest TIF District:** The Library District by its execution and approval of this Agreement hereby waives forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment or the administration of the Rt. 121 TIF District II including the Redevelopment Plan, Project and Area. Nothing contained herein is to be construed to give the Library District any right to participate in the administration of the TIF District or Plan or Project.
5. **Prevailing Wage:** The Library District acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act, to the extent such is applicable. The Library District shall indemnify and hold harmless the Village, its officers, officials, agents and consultants from any and all claims related thereto.
6. **Enforcement:** The Village and the Library District agree that in the event either party to this Agreement should fail to perform or avoid its obligations hereunder, the party not in breach may initiate an action in the local circuit court to enforce the terms and conditions set forth herein and shall be permitted to assess all costs and reasonable attorneys' fees incurred by reason of such enforcement action against the party in breach, which costs and reasonable attorneys' fees shall be promptly paid.
7. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any portions hereof.
8. **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.

*(The remainder of this page is intentionally blank.)*

9. **Notices:** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

**To Village:**

Village of Mt. Zion  
c/o Village Clerk  
1400 Mt. Zion Parkway  
Mt. Zion, IL 62549  
Telephone: (217) 864-5424

**To Library District:**

Mt. Zion District Library  
% Maria Dent  
115 W. Main Street  
Mt. Zion, IL 62549  
Telephone: (217) 864-3622

*With copy to:*

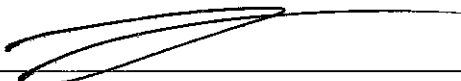
Jacob & Klein, Ltd. and  
The Economic Development Group Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Telephone: (309) 664-7777

10. Complete Agreement: This Agreement expresses the complete and final understanding of the parties with respect to the subject matter.
11. 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 the 21st day of June, 2021.

**VILLAGE OF MT. ZION**, an Illinois  
Municipal Corporation:

**BY:**

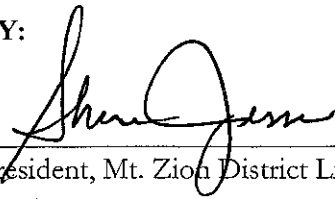
  
\_\_\_\_\_  
President, Village of Mt. Zion

**ATTEST:**

  
\_\_\_\_\_  
Clerk, Village of Mt. Zion

**MT. ZION DISTRICT LIBRARY**, an  
Illinois Library District:

**BY:**

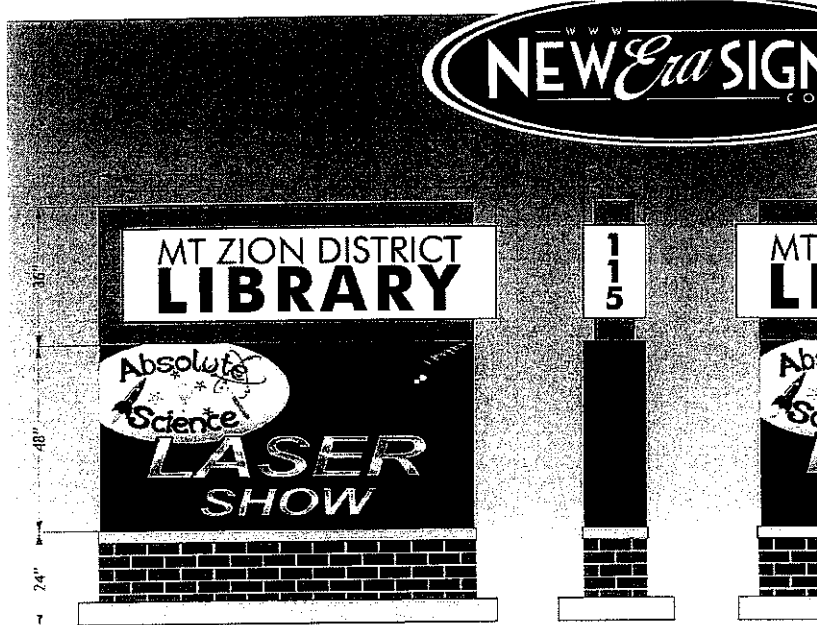
  
\_\_\_\_\_  
President, Mt. Zion District Library Board of  
Trustees

**ATTEST:**

  
\_\_\_\_\_  
Secretary, Mt. Zion District Library Board of  
Trustees

EXHIBIT A

PROPOSED MT. ZION DISTRICT LIBRARY SIGN



This document is the sole property of New Era Signs, Inc.  
Use of this document, or any parts within this document, is strictly prohibited, without the written consent of New Era Signs, Inc.  
This document is for reference use only, and may not exactly reflect the actual finished product.

**MT. ZION DISTRICT LIBRARY**

**FORM OF AGREEMENT**

THIS AGREEMENT, made this 21<sup>st</sup> day of May, 2021,  
by and between New Fire Signs

hereinafter called the "Contractor," and the Mt. Zion District Library, County of Macon, State of Illinois, hereinafter called the "Owner," WITNESSETH, that the Contractor and the Owner for the consideration stated herein, agree as follows:

**ARTICLE I. SCOPE OF WORK:** The Contractor shall perform everything required to be performed and shall provide and furnish all labor, materials, equipment, necessary tools, and all services required to perform and complete in a workmanlike manner all the work required in connection with the **MT. ZION DISTRICT LIBRARY SIGN** construction for the Owner, such documents being hereby made a part of the Contract.

**ARTICLE II. THE CONTRACT PRICE:** The Owner shall pay the Contractor for performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price computed as follows:

\$ 47,650.27

**TO BE COMPLETED PRIOR TO EXECUTION OF THIS AGREEMENT**

**ARTICLE III. PAYMENTS:** Payments in full to be made at the completion of the project.

**ARTICLE IV. TIME OF COMPLETION:** Work under this Contract shall commence within ten (10) days after a written notice to proceed from the Owner to the Contractor, who shall diligently prosecute and complete all work under this. The date of completion of the work determined as provided herein shall be hereinafter referred to as the "Contract Completion Date."

**ARTICLE V. COMPONENT PARTS OF THE CONTRACT:** The Contract Documents consist of the following component parts, all of which are fully a part of this contract as if therein set out verbatim or, if not attached, as if hereto attached.

1. This instrument
2. Contractor's Proposal
3. General Conditions
4. Contractor's Performance-Payment Bond
5. Notice of Award
6. Notice to Proceed

- 7. Advertisement for Bids
- 8. Instruction to Bidders


In the event that any provision in any of the foregoing component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**ARTICLE VI. EMPLOYMENT PRACTICES:** During the performance of this contract, Contractor agrees to comply with Employment of Illinois Workers on Public Works Act (30 ILCS 570 et. seq.).

**ARTICLE VII. SUBSTANCE ABUSE PRACTICES:** During the performance of this contract, Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Act (820 ILCS 265 et. seq.).


**ARTICLE VIII. PREVAILING WAGE ACT:** This Contract shall comply with all applicable provision of the Illinois Prevailing Wage Act (820 ILCS 130 et. seq.).

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

(SEAL)   
 ATTEST  
*Julie M. Cramer*

New Era Siggs  
 Contractor

By: *Matt Paul*  
 Title President

(SEAL)   
 ATTEST  
*Julie M. Cramer*  
 Mt. Zion District Library

**MT. ZION DISTRICT LIBRARY**  
 Owner  
 By: *Sherrisse*  
 \_\_\_\_\_, President  
 Mt. Zion District Library