

**A RESOLUTION PROVIDING FOR THE EXPENDITURE OF TAX INCREMENT
FINANCING FUNDS**

DAUGHERTY LIBRARY DISTRICT

WHEREAS, the Village of Dupo (Village) is a political subdivision, body politic, and municipal corporation of the State of Illinois; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on November 16, 2020 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and

WHEREAS, the Village of Dupo, Illinois, (the "Village") desires to promote and protect the health, safety, morals and welfare of the residents and assets within the established Tax Increment Financing Redevelopment Project Area (the "Area") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.1 et. seq. et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the Village will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the Village of Dupo TIF District ("TIF #1), and;

WHEREAS, In order for the Village to implement and administrate the TIF Plan, the provision, support, improvement, and protection of educational and quality of life assets such as the library are a necessary expenditure to promote the well-being of both the residential and commercial base of the community, and;

WHEREAS, actions and projects undertaking in the furtherance of the TIF Plan has indirectly created the need for capital cost expenditure items by the Daugherty Library District, specifically, the need for increased security measures, and;

WHEREAS, the Daugherty Library District has submitted a request for consideration by the Village Board of the Village of Dupo for the use of TIF Funds to support capital costs related to protection of their building and assets; and,

WHEREAS, "to the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project" are eligible redevelopment project costs under 65 ILCS 5/11-74.4-3 (q) (7).

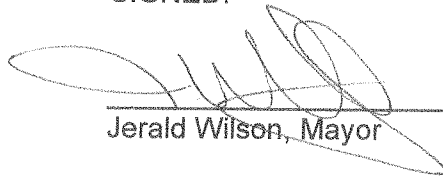
NOW THEREFORE BE IT RESOLVED, by the Village of Dupo, on this 16th day of November, 2020, that:

1. The Village of Dupo will enter into an Intergovernmental Agreement with the Daugherty Library District for the expenditure of Tax Increment Financing Funds from the TIF #1 Special Revenue Fund for costs incurred by the Daugherty Library District determined to be eligible redevelopment project costs under 65 ILCS 5/11-74.4-3 (q), not to exceed \$7,500.00, attached hereto as Exhibit A.

PASSED by the Board of Trustees of the Village of Dupo, Illinois on the 16th day of November, 2020 on the following roll call vote:

Aldersperson	Aye	Nay	Abstain	Absent
<u>Basinski</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Smith</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Foster</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Regsdale</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Phillips</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Keys</u>	<u>X</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

SIGNED:



Jerald Wilson, Mayor

ATTEST:



Mark Nadler, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
VILLAGE OF DUPO, IL AND DAUGHERTY LIBRARY DISTRICT**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of November 16, 2020, by and between the Village of Dupo, Illinois ("the Village"), and the Daugherty Library District ("the Library District"), both of St. Clair County, Illinois.

WHEREAS, the Village of Dupo (Village) is a political subdivision, body politic, and municipal corporation of the State of Illinois; and

WHEREAS, the Village of Dupo, Illinois, (the "Village") desires to promote and protect the health, safety, morals and welfare of the residents and assets within the established Tax Increment Financing Redevelopment Project Area (the "Area") pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.1 et. seq. et. seq. Revised Illinois Statutes (the "TIF Act"); and,

WHEREAS, the Village will use its best efforts and act in accordance with the TIF Act to utilize Tax Increment Financing where available to accomplish the goals set forth by the Redevelopment Plan and Project (the "TIF Plan") for the Village of Dupo TIF District ("TIF #1), and;

WHEREAS, In order for the Village to implement and administrate the TIF Plan, the provision, support, improvement, and protection of educational and quality of life assets such as the library are a necessary expenditure to promote the well-being of both the residential and commercial base of the community, and;

WHEREAS, actions and projects undertaking in the furtherance of the TIF Plan has indirectly created the need for capital cost expenditure items by the Daugherty Library District, specifically, the need for a replacement of the library roof, and;

WHEREAS, the Daugherty Library District has submitted a request for consideration by the Village Board of the Village of Dupo for the use of TIF Funds to support capital costs related to protection of their building and assets; and,

WHEREAS, "to the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project" are eligible redevelopment project costs under 65 ILCS 5/11-74.4-3 (q) (7).; and

WHEREAS, the Village and Library District are empowered to enter into Intergovernmental Agreements pursuant to the provisions of Article VII, '10 of the 1970 Illinois Constitution and *Intergovernmental Cooperation Act*, 5 ILCS 220/1, et seq.

SECTION I. INCORPORATION OF RECITALS

The preamble recitals of this Intergovernmental Agreement are hereby adopted and incorporated as if fully set forth herein.

SECTION II. REPRESENTATIONS AND COMPLIANCE WITH THE INTERGOVERNMENTAL COOPERATION ACT

The Daugherty Library District and Village of Dupo hereby represent, each on its own behalf, as follows:

- A. Each is a "public agency" as defined by 5 ILCS 220/2.
- B. The scope of this Agreement relates to the performance of governmental services, activities or undertakings which the agencies entering into the Agreement are authorized by law to perform.
- C. The respective governing bodies of each party to this Agreement have approved and authorized this Agreement and the performance of the activities set forth herein. Each party acknowledges and represents that it has the legal power, right and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby.
- D. This Agreement fully sets forth the purposes, powers, rights, objectives and responsibilities of the contracting parties with respect to the subject matter hereof.

SECTION III. POWERS, RIGHTS AND RESPONSIBILITIES OF THE VILLAGE

- A. Village shall provide no more than \$7,500.00 of TIF funds, in the form of a one-time grant payment, to the Library for costs incurred by the Library determined to be eligible redevelopment project costs under 65 ILCS 5/11-74.4-3 (q). The Village warrants that it currently has the funds available for said transaction and will provide said funds to the Library upon submission of proof of eligible costs incurred, as verified by the Village in the Village's sole discretion.
- B. The Village has no involvement in said work transactions between the Library and the chosen contractor other than providing the funds listed above and necessary to assist in the costs of such work. The Village makes no assurances of title or warranties of any kind.

SECTION IV. POWERS, RIGHTS AND RESPONSIBILITIES OF THE LIBRARY

- A. The Library shall cooperate with the Village in order to prepare all documents necessary to properly effectuate the transfer of monies from the Village's TIF Fund to the Library.
- B. The Library agrees that all funds provided to the Library from the Village shall be used exclusively to pay for costs incurred by the Library which are eligible under the TIF Act.


SECTION V. MUTUAL REPRESENTATIONS AND COVENANTS

The parties hereby agree and covenant as follows:

- A. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois. Venue for any action pertaining hereto shall be in Edwards County, Illinois.
- B. This Agreement, together with the attachments hereto, and other documents executed by the Village and Library, in connection herewith, constitute the entire agreement between the parties with respect to Village's agreement to provide funds for utility and public infrastructure improvements, and this Agreement shall not be modified, amended, altered or changed except by means of a written instrument signed by authorized representatives of the parties. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by a party of any breach by the other party of any term, covenant or condition thereof shall not operate as a waiver of any subsequent breach therefore.
- C. The Village and Library shall comply with all the applicable provisions of local, state and federal law related to performing the terms of this Agreement.
- D. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Village of Dupo and Library have caused this Agreement to be duly executed as of the date set forth on page 1, above.

**VILLAGE OF DUPO
COUNTY OF ST. CLAIR, STATE OF ILLINOIS**



Mayor, Jerald Wilson

ATTEST:


 Clerk, Mark Nadler

DAUGHERTY LIBRARY DISTRICT

By: _____