

Ordinance No. 93- 02

**AN ORDINANCE ADOPTING AN INTERGOVERNMENTAL AGREEMENT
WITH THE CHATHAM LIBRARY DISTRICT**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That certain Intergovernmental agreement by
and between the Village of Chatham, Illinois, and the Chatham
Library District, a copy of which is attached hereto as Exhibit
A, is hereby approved.

SECTION 2: The President is authorized and directed to
execute Exhibit A on behalf of the Village. The proper officers
of the Village are authorized and directed to carry out the terms
of Exhibit A on behalf of the Village upon Exhibit A's adoption
by the Chatham Library District.

SECTION 3: This Ordinance is effective immediately.

PASSED this _____ day of _____, 1993.

CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: _____

NAYS: _____

PASSED: _____

APPROVED: _____

ABSENT: _____

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Village of Chatham, Illinois, an Illinois municipal corporation ("Chatham") has formed a tax increment financing district for redeveloping its downtown area, the legal description of which and a map of which are attached hereto as Exhibits A and B respectively (the "Downtown TIF District");

WHEREAS, the Chatham Library District, an Illinois body corporate and politic ("District"), is concerned about the possible loss of tax revenues due to the Downtown TIF District;

WHEREAS, the public library maintained by the District (the "District Library") is a customer of the Village of Chatham electric, water and sewer systems;

WHEREAS, Chatham and the District are authorized by the Illinois Constitution and by the Intergovernmental Cooperation Act, Ill.Rev.Stat., Ch. 127, §741, et seq., to enter into intergovernmental agreements;

WHEREAS, Chatham and the District wish to minimize the financial impact of the Chatham TIF District upon the District and provide corresponding benefits to Chatham;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The District shall, on or about July 1 of each year beginning in July, 1993, and for 1992 taxes payable in 1993 and each subsequent tax year, deliver to the Village a statement of

EXHIBIT "A"

the property tax revenues which District claims it has lost due to the Downtown TIF District for the preceding tax year. Such amounts shall be calculated as follows: the tax rate extended by the County Clerk for District for tax year 1992 shall be multiplied by a dollar figure which is the difference between the total initial equalized assessed valuation of the taxable real property located within the Downtown TIF District, calculated according to Section 11-74.4-9(a) of the Illinois Municipal Code, and the current equalized assessed valuation of all taxable real property within the Downtown TIF District in the preceding tax year as determined by the County Clerk in accordance with Section 11-74.4-9(c) of the Illinois Municipal Code. From such resulting amount shall be subtracted any surplus TIF funds redistributed by Chatham to District. The resulting amount is the lost tax revenues for purposes of this Agreement. All such calculations shall be accompanied by reasonable backup documentation and a statement of all assumptions used.

2. Within 30 days of receipt of the District's statement of lost tax revenues, the Village shall either accept the District's calculations or provide alternative calculations. If the parties cannot agree on a calculation within 30 days after Chatham's submission to the District, then the matter shall be referred to a mutually acceptable neutral certified public accountant familiar with public finances, whose calculation shall be binding on the parties.

3. When the calculation of lost tax revenues has been established for the preceding tax year, then the District shall be entitled to reimbursement by Chatham of such lost tax revenues through credits applied against the District's electric bills for the District Library. The credit shall be applied against the July and subsequent monthly electric bills until the credit is entirely used up. Credits will begin with the July bill whether or not the parties have agreed on a final calculation of the lost tax revenue in the manner set forth in paragraph 2 hereof. Credits may be carried over from year to year in the event they are not totally used, subject to the limitation in paragraph 6. After retirement of Chatham's water and sewer bonds, series 1992, or any refinancing thereof, or January 1, 2005, whichever occurs first, Chatham may in its discretion apply credits against District's water and/or sewer bills for such facilities.

4. In consideration hereof, District agrees to (a) be a public repository of ordinances, resolutions and other documents which the Village deems appropriate to be made available to the public at the District Library, and to keep all such documents available for use by the public, free of charge except reasonable copying charges; and (b) upon the reasonable request of the Village, to make meeting facilities at the District Library, if any, available for use by officers and boards and commissions of Chatham for the conduct of public business.

5. During the term of this Agreement, Chatham shall extend to District an electric rate less than or equal to its best

published commercial utility rate. Chatham's rates charged to District shall be based on the same standards and criteria as used to establish rates for other commercial users of Chatham's utilities.

6. This Agreement is effective upon its approval by the corporate authorities of the District and of Chatham. It shall remain in effect until (a) termination of the Downtown TIF District; or (b) termination of this Agreement by mutual agreement of the parties. Provided, however, that unused credits shall be applied for one year after termination of this Agreement. Any unused credits left over after such one year period shall be extinguished at the end of the one year period.

7. This Agreement is the entire agreement between the parties. All prior or contemporaneous oral representations regarding the subject matter of this Agreement are hereby expressly disclaimed. This Agreement shall be governed by Illinois law and enforced only in a court of competent jurisdiction located in Sangamon County, Illinois. The subject matter of this Agreement is unique, and breaches hereof may or may not be fully compensable in monetary terms. Either party therefore may apply to a court for specific performance of this Agreement. No modification to this Agreement shall be effective unless in a writing signed by both parties and approved by resolution or ordinance of the corporate authorities of both parties.

VILLAGE OF CHATHAM, ILLINOIS,

By: _____
Village President

ATTEST:

Village Clerk

CHATHAM LIBRARY DISTRICT,

By: _____
Board President

ATTEST:

Clerk

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 93-____, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 1993, said Ordinance being entitled:

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I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this ____ day of _____, 1993.

Village Clerk