

**VILLAGE OF WASHBURN, ILLINOIS**

ORDINANCE NO. 25-06

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

**BY AND BETWEEN**

**THE VILLAGE OF WASHBURN**

**AND**

**WASHBURN FIRE PROTECTION DISTRICT**

**WASHBURN TAX INCREMENT FINANCING DISTRICT**

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF WASHBURN, ILLINOIS  
ON THE 10<sup>TH</sup> DAY OF NOVEMBER, 2025.**

VILLAGE OF WASHBURN, ILLINOIS: ORDINANCE NO. 25-06

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

The Village President and Board of Trustees of the Village of Washburn, Woodford County, Illinois (the "Village"), have determined that this Intergovernmental Agreement is in the best interest of the citizens of the Village of Washburn; therefore, be it ordained as follows:

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

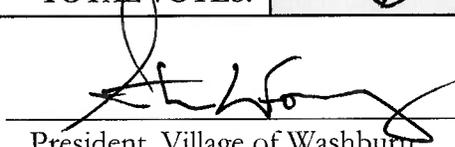
**SECTION TWO:** The President is hereby authorized and directed to enter into and execute on behalf of the Village said Intergovernmental Agreement and the Village Clerk of the Village of Washburn is hereby authorized and directed to attest such execution.

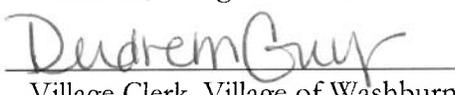
**SECTION THREE:** The Intergovernmental Agreement shall be effective the date of its approval on the 10<sup>th</sup> day of November, 2025.

**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 the Village of Washburn this 10<sup>th</sup> day of November, 2025 and filed in the office of the Village Clerk of said Village on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Steve Prather	✓		
Kevin Burdette	✓		
Ginger Humphrey	✓		
Becky Schupp	✓		
Randy Knoblauch	✓		
Kris Hammond	✓		
Steve Forney, President			✓
<b>TOTAL VOTES:</b>	<b>6</b>	<b>0</b>	<b>1</b>

**APPROVED:** , Date 11 / 10 / 2025  
 President, Village of Washburn

**ATTEST:** , Date: 11 / 10 / 2025  
 Village Clerk, Village of Washburn

**INTERGOVERNMENTAL AGREEMENT**

by and between

**VILLAGE OF WASHBURN,  
WOODFORD COUNTY, ILLINOIS**

and

**WASHBURN FIRE PROTECTION DISTRICT**

**WASHBURN TAX INCREMENT FINANCING DISTRICT**

**NOVEMBER 10, 2025**

**INTERGOVERNMENTAL AGREEMENT**  
by and between  
**VILLAGE OF WASHBURN,**  
**WOODFORD COUNTY, ILLINOIS**  
and  
**WASHBURN FIRE PROTECTION DISTRICT**

This **Intergovernmental Agreement** is entered into this 10<sup>th</sup> day of November, 2025, by and between the **Village of Washburn**, Woodford County, Illinois (the “Village”), and the **Washburn Fire Protection District**, an Illinois Fire Protection District (the “Fire District”), pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

**PREAMBLE**

**WHEREAS**, the Village of Washburn (the “Village”) is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois; and

**WHEREAS**, the Washburn Fire Protection District (the “Fire District”) is an Illinois Fire Protection 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 fire protection 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**, the Village has previously adopted a Redevelopment Plan and Projects (the “TIF Plan”) and designate a Redevelopment Project Area (the “Area”) pursuant to the TIF Act which is known as the **Washburn TIF District** (the “TIF District”) which is an area located in the Fire District and which will impact the growth of the Fire District’s taxing base; and

**WHEREAS**, the Village has determined that it wishes to reduce the negative impact on the real estate tax base of the Fire District from the establishment of the TIF District, as set forth herein; and

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

**WHEREAS**, the Village agrees to exercise its authority under Section 5/11-74.4-3 (q)(7) of the TIF Act to reduce the negative impact on the real estate base of the Fire District from the establishment of the TIF District by reimbursing certain capital costs incurred in furtherance of the objectives of the TIF District Redevelopment Plan and Projects as described in *Paragraph 2* below; and

**WHEREAS**, the Fire District shall use any payments received pursuant to Section 5/11-74.4-3(q)(7) for reimbursement of capital expenditures relating to any facility of the Fire District; and

**WHEREAS**, 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.

### **AGREEMENTS**

**NOW, THEREFORE**, the Parties agree to implement these statements, findings, and policies as follows:

1. **Incorporation of Preambles:** The Parties find that all of the recitals contained in the preamble to this Agreement are full, true and correct and incorporate them into this Agreement by this reference.
2. **Payment by Village to Fire District for Reimbursement of Capital Costs:** The Village shall pay the Fire District a one-time lump sum of **Eighteen Thousand Three Hundred Thirty Dollars and Fifty-Five Cents (\$18,330.55)** from the Washburn TIF District Special Tax Allocation Fund (the “TIF Fund”) for reimbursement of capital costs relating to replacing the door and other capital improvements to the Fire District building.
3. **Waiver of Objections:** 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 or any amendment thereto.
4. **Binding Effect:** This Agreement shall be binding on the Parties and their respective successors—including successors in office.
5. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
6. **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.
7. **Enforcement:** The Village and Fire 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.

8. **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.
9. **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 provisions hereof.
10. **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.
11. **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 Washburn  
% Village Clerk  
134 N. Jefferson, PO Box 292  
Washburn, IL 61570  
Telephone: (309) 248-7222

**To Fire District:**

Fire Chief  
Washburn Fire Protection District  
107 E. Walnut Street  
Washburn, IL 61570  
Telephone:

*With Copy To:*

Jacob & Klein, Ltd.  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Telephone: (309) 664-7777  
Fax: (309) 664-7878

12. **Authority to Execute:** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

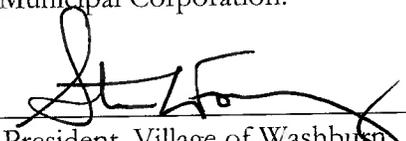
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 10<sup>th</sup> day of November, 2025.

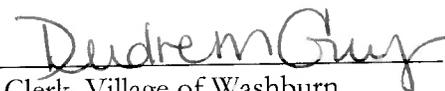
**WASHBURN FIRE PROTECTION DISTRICT:**

By:   
Fire Chief

Printed Name: Lucas Grebner

**VILLAGE OF WASHBURN, an Illinois Municipal Corporation:**

By:   
President, Village of Washburn

Attest:   
Clerk, Village of Washburn