

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC01

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF VILLA GROVE AND THE COUNTY OF DOUGLAS,  
THE CITY OF ARCOLA AND THE CITY OF TUSCOLA  
REGARDING COUNTY-WIDE ECONOMIC DEVELOPMENT ORGANIZATION**

PASSED BY THE CITY COUNCIL AND  
APPROVED BY THE MAYOR OF THE  
CITY OF VILLA GROVE, ILLINOIS  
THIS TWELFTH DAY OF FEBRUARY 2024

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PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY  
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS THIRTEENTH DAY OF FEBRUARY 2024.

CITY OF VILLA GROVE  
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2024-MC01

February 12, 2024

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**WHEREAS**, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of City's powers and functions as granted in the same; and

**WHEREAS**, the City of Villa Grove City Council and several surrounding governing agencies have engaged in discussions and negotiations regarding an Agreement for participation in a county-wide economic development organization; and

**WHEREAS**, the laws of the State of Illinois authorize the City of Villa Grove to enter into Intergovernmental Agreements of this type if it determines it is in the best interest of the municipality to do so and if the other governmental entity is similarly agreeable; and

**WHEREAS**, the Mayor and City Council of Villa Grove believe that said Intergovernmental Agreement is now in the best interests of the City of Villa Grove.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:**

SECTION 1: The City of Villa Grove hereby approves and agrees to the terms of an Intergovernmental Agreement between the City of Villa Grove and the County of Douglas, the City of Arcola and the City of Tuscola regarding changes to the Tuscola Chamber & Economic Development Inc. (TCEDI) as provided in attached Exhibit A.

SECTION 2: The Mayor and City Clerk of the City of Villa Grove are authorized to execute said Intergovernmental Agreement in the form attached as Exhibit A.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 5: That this Ordinance shall be in pamphlet form as provided by law, although said publication is not necessary for the effectiveness of said ordinance as said ordinance is by the terms hereof effective upon its passage and approval.

**REST OF PAGE INTENTIONALLY BLANK**

PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this twelfth day of February, A.D., 2024, by a roll call vote as follows:

Blaney, Thelma I.   yca  

Johnson, Derek S.   yca  

Cheely, Kerry S.   yca  

Nieto, Gilbert III   yca  

Eversole-Gunter, Cassandra A.   —  

Pangburn, Matthew M.   absent  

Hooker, Anthony L.   yca  

APPROVED:

CASSANDRA A. EVERSOLE-GUNTER  
Mayor

ATTEST:

MICHELLE L. OSBORNE  
City Clerk

SEAL



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN DOUGLAS COUNTY, THE CITY OF ARCOLA  
THE CITY OF TUSCOLA, AND THE CITY OF VILLA GROVE ILLINOIS FOR  
ECONOMIC DEVELOPMENT**

This Agreement is entered into and made effective this 20<sup>th</sup> day of Dec 2023

between the County of Douglas, the City of Arcola, the City of Tuscola, and the City of Villa Grove hereinafter referred to as “the County” and “the Cities”, respectively.

WHEREAS the County and the Cities are each units of local government under Section 10 of Article VII of Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1): and

WHEREAS the County and Cities believe it is mutually beneficial to combine efforts for economic development purposes in order to maximize the potential for success, achieve maximum efficiency from limited resources, and avoid duplication of effort; and

WHEREAS the Tuscola Chamber & Economic Development, Inc. (TCEDI) is a non-profit 501(c)(6) nonprofit corporation formed to promote and encourage the expansion and retention of business and industry within the area of Tuscola, Illinois; provide guidance and advice to business, local government, and community groups regarding economic and community development activities; provide coordination of local and state resources to existing business; provide prospects with building and site information and assist in securing resources necessary for economic development; and

WHEREAS the County seeks to foster a cooperative, county-wide approach to economic development, work to improve the economic well-being of all Douglas County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and bring together community partners to support economic

development by aligning interests through productive relationships, open dialogue, and advocacy efforts; and

WHEREAS the City of Tuscola previously has entered into an agreement with Tuscola Chamber & Economic Development, Inc. (TCEDI) for the purpose of maintaining and promoting economic development within the City of Tuscola and surrounding area; and

WHEREAS the City of Tuscola as part of said agreement with TCEDI, agrees to employ a full-time economic development professional to serve as executive director of the TCEDI; and

WHEREAS the County, the City of Tuscola, the City of Arcola and the City of Villa Grove and other municipal entities which may become signatories to this Agreement believe it is mutually beneficial to combine economic development efforts in the county under a single non-profit business advocacy organization; and

WHEREAS the Executive Director of the Tuscola Chamber & Economic Development Corporation, Inc. (TCEDI) has been established as the Zone Administrator by the Douglas County Enterprise Zone Intergovernmental Agreement.

WHEREAS the Douglas County Board voted on October 18, 2023 at their regular board meeting to match contributions raised by TCEDI from other public and private entities in the county in order to fund a county economic development program at a maximum contribution of \$125,000 annually,

NOW, THEREFORE, IN CONSIDERATION of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and City hereby agree to undertake as follows:

1. **Recitals.**

The Recitals to this Agreement set out above are hereby incorporated into this Ordinance to the same extent as if set out verbatim.

2. **Obligations and Undertakings on the Part of the County.**

The County shall contribute \$125,000 annually to TCEDI. Said funds shall be a match to the funds raised by TCEDI from other public and private entities to support this county economic development program in the County. Said amount shall be invoiced by TCEDI annually by January 15th. At the time of invoice, TCEDI will show evidence of matching contributions. If the amount of other public and private contributions raised by TCEDI is less than \$125,000, the invoice amount will be reduced accordingly but the County contribution shall not be less than \$100,000. Said invoice will be for the economic development activities of the calendar year following the invoice rather than the year before.

3. **Obligations and Undertakings on the Part of the City of Arcola.**

The City of Arcola shall contribute \$25,000 annually to TCEDI. Said amount shall be prorated on a quarterly basis and invoiced by TCEDI beginning January 1, 2023. Said invoice will be for the economic development activities of the calendar year following the invoice rather than the year before.

4. **Obligations and Undertakings on the Part of the City of Villa Grove.**

The City of Villa Grove shall contribute \$15,000 annually to TCEDI. Said amount shall be prorated on a quarterly basis and invoiced by TCEDI beginning January 1, 2023. Said invoice will be for the economic development activities of the calendar year following the invoice rather than the year before.

**5. Obligations and Undertakings on the Part of the City of Tuscola.**

a. The City of Tuscola shall contribute \$50,000 annually to TCEDI. Said amount shall be paid through the administration of salary and benefits to the executive director and future additional employees through the course of normal bi-weekly payroll. TCEDI shall quarterly reimburse Tuscola the prorated quarterly overage of salary and benefits estimate such that Tuscola's annual contribution equals the above-stated \$50,000 annual contribution.

b. The City of Tuscola shall employ a full-time executive director for the purposes of performing economic development activities for Douglas County.

c. The Executive Director will be housed at the Tuscola City Hall in a space provided by the City of Tuscola.

**6. Understanding and agreement of the parties as to the Obligations and Undertakings on the Part of the Tuscola Chamber & Economic Development, Inc.**

It is the parties understanding and agreement that within a reasonable time period after the execution of this agreement that Tuscola Chamber & Economic Development, Inc. will:

a. Revise and updates its bylaws to reflect the shift to a county economic development focus.

b. Develop a plan to rename and rebrand the organization to reflect its county wide focus.

c. At such time that the salary and benefits which City of Tuscola pays to the executive director exceed the City of Tuscola's payments above, TCEDI shall reimburse the City of Tuscola for any amounts in excess of City's \$50,000 limitation. The Executive Personnel Committee of the TCEDI Board of Directors retains ultimate authority for major personnel decisions, such as hiring and termination and mission statement, the day-to-day supervision and



management of the executive director. The Executive Personnel Committee shall consist of three members of the TCED Board of Directors. The committee will be comprised of the TCED board members representing Douglas County, the City of Tuscola, and one representative from either the City of Arcola or the City of Villa Grove,

d. The TCEDI Board will be reorganized such that there shall be one representative for each governmental entity which is an original signatory to this agreement. As such, at the time of the initial execution of this Agreement, Douglas County, the City of Tuscola, the City of Arcola, and the City of Villa Grove shall each have a member on the Board of TCEDI. Additional municipalities who enter into this Agreement at a later date will not be guaranteed to have a board member on the Board of TCEDI.

e. The Officers of the TCEDI Board shall consist of Chair, Vice-Chair, Executive Director, Secretary, and Treasurer and such other Officers as the Board of Directors deem appropriate.

7. **Additional signatories.**

The parties envision and intend that other municipalities will enter into this Agreement. However, the amount that each municipality contributes would need to be agreed to by the parties to this Agreement at the time a new municipality enters into this Agreement. As a result, a new municipality may become a signatory to this Agreement at such time as the existing signatories unanimously agree to amend this Agreement to admit a new member.

8. **Amendments.**

This Agreement shall only be amended by the unanimous ratification of all of its signatories.

9. **Withdrawal from Agreement.**

Any municipality which has adopted this Agreement may withdraw from the Agreement upon notice by September 30<sup>th</sup> of a given calendar year that said municipality will not be a part of the Agreement as of the next calendar year. Said withdrawal from the Agreement shall not excuse the municipality from any financial obligation it may have incurred agree to share before withdrawal. A municipality may move to withdraw from this Agreement more quickly in the event that Tuscola Chamber & Economic Development, Inc. does not undertake the acts and responsibilities detailed in paragraph 6 within a reasonable time following the execution of this Agreement by the parties.

IN WITNESS WHEREOF, the parties hereto have executed the Intergovernmental Agreement on the day and year first above written.

**DOULGAS COUNTY, ILLINOIS**

By: Tom H. [Signature]

Attest: [Signature]

**CITY OF ARCOLA, ILLINOIS**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY OF TUSCOLA, ILLINOIS**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

**CITY OF VILLA GROVE, ILLINOIS**

By: \_\_\_\_\_

Attest: \_\_\_\_\_