

**VILLAGE OF CAMBRIDGE,
HENRY COUNTY, ILLINOIS**

ORDINANCE NO. 26-09

CAMBRIDGE TIF DISTRICT I

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

by and between

THE VILLAGE OF CAMBRIDGE

and

CAMBRIDGE C.U.S.D. #227

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAMBRIDGE, ILLINOIS,
ON THE 31ST DAY OF AUGUST, 2026.**

VILLAGE OF CAMBRIDGE, ILLINOIS: ORDINANCE NO.26-09

VILLAGE OF CAMBRIDGE
AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF CAMBRIDGE
AND
CAMBRIDGE C.U.S.D. #227

BE IT ORDAINED BY THE VILLAGE OF CAMBRIDGE THAT:

SECTION ONE: The Intergovernmental Agreement with Cambridge C.U.S.D. #227 is hereby approved.

SECTION TWO: The Village 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 Cambridge is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 31st day of August, 2026.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Village of Cambridge, Illinois, on the 31st day of August, 2026, and deposited and filed in the Office of the Village Clerk of said Village on that date.

PRESIDENT AND TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Taylor	✓		
Dan Galle	✓		
Amanda Johnson			✓
Karen Brandau	✓		
Sam Bennett			✓
Ryan Franck	✓		
Jason Beam, President			
TOTAL VOTES:	4		2

APPROVED: Jason M. Beam, Date 8 / 31 / 2026
President, Village of Cambridge

ATTEST: Sarah Jean, Date: 8 / 31 / 2026
Village Clerk, Village of Cambridge

INTERGOVERNMENTAL AGREEMENT

by and between

**THE VILLAGE OF CAMBRIDGE, HENRY COUNTY, ILLINOIS
CAMBRIDGE TAX INCREMENT FINANCING (TIF) DISTRICT I**

and

CAMBRIDGE C.U.S.D. #227

AUGUST 31, 2026

INTERGOVERNMENTAL AGREEMENT
by and between
THE VILLAGE OF CAMBRIDGE, HENRY COUNTY, ILLINOIS
CAMBRIDGE TAX INCREMENT FINANCING (TIF) DISTRICT I
and
CAMBRIDGE C.U.S.D. #227

This Intergovernmental Agreement is entered into this 31st day of August, 2026 by and between the Village of Cambridge (the "Village"), an Illinois Municipal Corporation, and Cambridge C.U.S.D. #227 (the "School District"), an Illinois School District, pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

PREAMBLE

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

WHEREAS, the School District is an Illinois School District organized under the Statutes of the State of Illinois; and

WHEREAS, the Village has the authority under the Expenses for Economic Development Act, 65 ILCS 5/8-1-2.5, to appropriate and expend funds for economic development purposes, including, but not limited to, the making of grants to other governmental entities that is deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes, Ch. 5 Section 220/1 *et. seq.* provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by school districts and municipalities as well as other public bodies politic; and

WHEREAS, the Tax Increment Allocation Redevelopment Act ("TIF Act"), Illinois Compiled Statutes, Ch. 65 Section 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, pursuant to Sections 4-3(q)(7) and (q)(10) of the TIF Act, a municipality may make payments to affected taxing districts for reimbursement of all or a portion of a taxing district's capital costs and for vocational education, 65 ILCS 5/11-74.4-3(q)(7) and (q)(10); and

WHEREAS, on April 11, 2005, the Village adopted a Redevelopment Plan and Projects and designated a Redevelopment Project Area pursuant to the TIF Act known as "Cambridge Tax Increment Financing District I" (the "TIF District") which area is located within the School District; 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, as amended, 65 ILCS 5/11-74.4-1 *et. seq.* and other applicable statutes.

AGREEMENTS

NOW THEREFORE, in consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find and agree as follows:

A. REIMBURSEMENT OF CAPITAL COSTS

The Village shall reimburse a single lump-sum payment to the School District in the amount of **Fifteen Thousand Dollars (\$15,000.00)** for capital costs incurred by the School District related to renovation of the School District locker rooms and purchase of new lockers. Such reimbursement shall be made within thirty days upon final execution of this Agreement.

B. GENERAL PROVISIONS

1. **Binding Effect:** This Agreement shall be binding on the parties and their respective successors--including successors in office. Should the School District merge, this Agreement shall apply to the successor School District.
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. **Enforcement:** The Parties 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.
5. **Waiver of Objections:** The School 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 administration of the TIF District including the Redevelopment Plan, Projects and Area as proposed and approved by the Village. Nothing contained herein is to be construed to give the School District any right to participate in the administration of the TIF District Redevelopment Plan or Projects.
6. **Prevailing Wage:** The School District acknowledges that it is responsible for compliance with the Illinois Prevailing Wage Act. The School District shall not pay less than the prevailing rate of wages as found by the Village or Illinois Department of Labor to all laborers, workers and mechanics performing construction work paid for in whole or in part with TIF funds received under this Agreement. The School District shall indemnify and hold harmless the Village, its officers, officials, agents and consultants from any and all claims related thereto.

6. **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.
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 provisions 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.
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:

VILLAGE OF CAMBRIDGE

Village Clerk
Village of Cambridge
124 W. Exchange Street
Cambridge, IL 61238

With copy to:

Jacob & Klein, Ltd.
and The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704

SCHOOL DISTRICT

Superintendent
Cambridge C.U.S.D. #227
300 S. West Street
Cambridge, IL 61238

With copy to

10. **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 this 31st day of August, 2026.

VILLAGE OF CAMBRIDGE, ILLINOIS, an
Illinois Municipal Corporation

CAMBRIDGE C.U.S.D. # 227, an Illinois
School District

By: 
Village President

By: _____
President, Board of Education

Attest: 
Village Clerk

Attest: _____
Secretary, Board of Education

