

**VILLAGE OF MT. ZION  
MACON COUNTY, ILLINOIS**

Ordinance No.  
2020-2

AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN  
THE VILLAGE OF MT. ZION AND SAMS & SULLIVAN PROPERTIES, LLC  
MT. ZION GUSTIN-NELSON TAX INCREMENT FINANCING DISTRICT

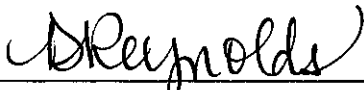
**CERTIFICATE**

State of Illinois )  
                          )  
                          )  
County of Macon )

I, Dawn Reynolds, duly appointed Village Clerk of the Village of Mt. Zion, Macon County, State of Illinois, and as such, custodian of all Village records, do hereby certify that the attached Ordinance No. 2020-2, is a true and correct copy of AN APPROVED ORDINANCE OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS that was adopted by the Mt. Zion Village Board on February 18, 2020.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 18<sup>th</sup> day of February, 2020.

Seal



Dawn Reynolds, Village Clerk

**VILLAGE OF MT. ZION, ILLINOIS**

**ORDINANCE NO. 2020-2**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF MT. ZION**

**AND**

**SAMS & SULLIVAN PROPERTIES, LLC**

**MT. ZION GUSTIN-NELSON  
TAX INCREMENT FINANCING DISTRICT**

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF MT. ZION, ILLINOIS,  
ON THE 18<sup>TH</sup> DAY OF FEBRUARY, 2020.**

**VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2020-2**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN:  
THE VILLAGE OF MT. ZION &  
SAMS & SULLIVAN PROPERTIES, LLC  
MT. ZION GUSTIN-NELSON TAX INCREMENT FINANCING DISTRICT**

The Village Board of Trustees has determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the Village of Mt. Zion; therefore, be it ordained by the President and Village Board of Trustees of the Village of Mt. Zion, Macon County, Illinois as follows:

**SECTION ONE:** The TIF Redevelopment Agreement with Sams & Sullivan Properties, LLC, Developer (*Exhibit A*) attached hereto is hereby approved.

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

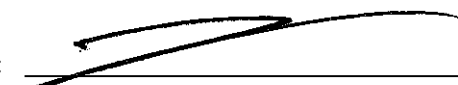
**SECTION THREE:** The TIF Redevelopment Agreement shall be effective the date of its approval on the 18<sup>th</sup> day of February, 2020.

**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 Mt. Zion this 18<sup>th</sup> day of February, 2020 and filed in the office of the Village Clerk of said Village on that date.

<b>PRESIDENT AND TRUSTEES</b>	<b>AYE VOTE</b>	<b>NAY VOTE</b>	<b>ABSTAIN / ABSENT</b>
Ellen Ritchie	X		
Mike Mose	X		
Chris Siudyla			X
Donna Scales	X		
Wendy Kernan	X		
Kevin Fritzsche	X		
Lucas Williams, President			
<b>TOTAL VOTES:</b>	5		1

*[The remainder of this page is intentionally blank.]*

APPROVED: , Date 2 / 18 / 2020  
President, Village of Mt. Zion

ATTEST: , Date: 2 / 18 / 2020  
Village Clerk, Village of Mt. Zion

**EXHIBIT A: TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION  
& SAMS & SULLIVAN PROPERTIES, LLC.**

**VILLAGE OF MT. ZION**

**MT. ZION GUSTIN-NELSON  
TAX INCREMENT FINANCING DISTRICT  
REDEVELOPMENT AGREEMENT**

by and between

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS**

and

**SAMS & SULLIVAN PROPERTIES, LLC**

**FEBRUARY 18, 2020**

**TIF REDEVELOPMENT AGREEMENT**  
**by and between**  
**VILLAGE OF MT. ZION**  
**and**  
**SAMS & SULLIVAN PROPERTIES, LLC**  
**MT. ZION GUSTIN-NELSON TIF DISTRICT**

**THIS REDEVELOPMENT AGREEMENT** (including Exhibits) is entered into this 18<sup>th</sup> day of February, 2020, by and between the Village of Mt. Zion (the “Village”), an Illinois Municipal Corporation, Macon County, Illinois, and Sams & Sullivan Properties, LLC, an Illinois Limited Liability Company (the “Developer”).

**PREAMBLE**

**WHEREAS**, the Village has the authority to promote the health, safety and welfare of the Village and its citizens, and to prevent the spread of blight and deterioration and inadequate public facilities, including sanitary sewer, by promoting the development of private investment in the marketability of property thereby increasing the tax base of the Village and providing employment for its citizens; and

**WHEREAS**, Pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; and

**WHEREAS**, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et seq., as amended (the “Act”), the Village has the authority to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“real estate tax increment”) or from other Village revenues; and

**WHEREAS**, on December 30, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or obsolete or a combination thereof, the Village approved a Tax Increment Financing Redevelopment Plan and Projects, designated a Redevelopment Area and adopted Tax Increment Financing as provided under the Act for the Mt. Zion Gustin-Nelson TIF District (the “TIF District”); and

**WHEREAS**, one such property is located at 104 Ashland Ave., Mt. Zion, Illinois (parcel number 12-17-03-101-027) and is within the TIF District Redevelopment Project Area (the “Property”); and

**WHEREAS**, the Developer owns said Property and is proceeding with plans to install a sewer lift station on the Property that will accommodate the expansion of the medical office located thereon (the “Project”), and is doing so based on the availability of TIF incentives offered by the Village; and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

**WHEREAS**, the Developer’s proposed Project is consistent with the TIF District Redevelopment Plan

and Projects for the Redevelopment Project Area and further conforms to the land uses of the Village as adopted; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(b) of the Act, the Village may make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of the Redevelopment Plan; and

**WHEREAS**, pursuant to Section 5/11-74.4-4(j) of the Act, the Village may incur project redevelopment costs and reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement and further defined in Section 5/11-74.4-3(q) of the Act, including those Estimated TIF Eligible Project Costs as herein listed in the attached ***Exhibit "1"*** of this Redevelopment Agreement; and

**WHEREAS**, the Developer requested that incentives for the development be provided by the Village from incremental increases in real estate taxes of the Village generated within the TIF District and the Village agreed to such incentives; and

**WHEREAS**, the Village has determined that this Project required the incentives requested as set forth herein and that said Project will, as a part of the Plan, promote the health, safety and welfare of the Village and its citizens by attracting private investment to prevent blight and deterioration and to generally enhance the economy of the Village; and

**WHEREAS**, the Village has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project are eligible project costs under the Act and are consistent with the Redevelopment Plan of the Village; and

**WHEREAS**, the Parties have agreed that the Village shall reimburse the Developer for its TIF Eligible Project Costs related to the installation of the sewer lift station to serve the Project up to an amount not to exceed **One Hundred Thousand Dollars (\$100,000.00)** from the TIF District Special Tax Allocation Fund; and

**WHEREAS**, in consideration of the execution of this Agreement, the Developer is completing the Project as set forth in ***Exhibit "1"***; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to proceed with the Project located on said Property.

### **AGREEMENTS**

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

#### **A. PRELIMINARY STATEMENTS**

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in

the Act, unless indicated to the contrary.

3. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
4. The Developer agrees to complete the installation of the sewer lift station to serve the Project within twelve (12) months from the date of execution of this Agreement, subject to delays due to Force Majeure (as defined below).

#### **B. ADOPTION OF TAX INCREMENT FINANCING**

The Village has created a Tax Increment Financing District known as the "Mt. Zion Gustin-Nelson TIF District" which includes the Developer's Property. The Village has approved certain Redevelopment Project Costs, including the types described in *Exhibit "1"* for the Developer's Project.

#### **C. INCENTIVES**

In consideration for the Developer completing the Project as set forth herein, the Village agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. The Village shall reimburse the Developer for its TIF Eligible Project Costs related to installation of the sewer lift station to serve the Project up to an amount not to exceed **One Hundred Thousand Dollars and No Cents (\$100,000.00)** from the Village's TIF District Special Tax Allocation Fund, upon verification of the Developer's TIF Eligible Project Costs for installing said sewer lift station pursuant to *Section E* below and upon completion thereof.

#### **D. LIMITATION OF INCENTIVES TO DEVELOPER**

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C* above exceed One Hundred Thousand Dollars (\$100,000.00) as set forth herein.
2. The Developer agrees to complete the project, subject to Force Majeure, as defined below.

#### **E. PAYMENT OF ELIGIBLE PROJECT COSTS**

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (*Exhibit "2"*, "Requisition") submitted from time to time by the Developer to the Village's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively the Administrator), and subject to the Administrator's approval of the costs and to the availability of funds in the TIF District Special Tax Allocation Fund.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the Village.



3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1* and *2* above, the Developer must submit such proposed eligible costs to the Village by March 1 of the following year. If there are no accumulated outstanding costs previously submitted and approved by the Village and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the Village for any purpose set forth in the Plan pursuant to the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the term of this Agreement or the term of the TIF District, whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the Village from the TIF District Special Tax Allocation Fund to the Developer, upon completion of the sewer lift station located on the Property.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the Village as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

#### **F. VERIFICATION OF TAX INCREMENT**

1. It shall be the sole responsibility of the Developer or its designee to provide to the Village, as requested in writing, copies of all PAID real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any information required herein after written notice from the Village, and the continued failure to provide such information within (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the Village to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

## **G. LIMITED OBLIGATION**

The Village's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against any Village fund or require the Village to utilize its taxing authority to fulfill the terms of this Agreement.

## **H. LIMITED LIABILITY OF VILLAGE TO OTHERS FOR DEVELOPER'S EXPENSES**

There shall be no obligation by the Village to make any payments to any person other than the Developer, nor shall the Village be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

## **I. COOPERATION OF THE PARTIES**

1. The Village and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the Village assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or Village's activities. This also includes without limitation the Developer assisting or sponsoring the Village, or agreeing to jointly apply with the Village, for any grant, award, or subsidy which may be available as the result of the Village's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

## **J. DEFAULT; CURE; REMEDIES**

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), shall have an action for damages, or, in the event damages would not

fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the Village hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **K. TIME; FORCE MAJEURE**

For this Agreement, time is of the essence; provided however, the Developer and the Village shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or Village fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the Village (or the Village's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the Village.

#### **L. ASSIGNMENT**

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the Village and the Village's consent is obtained prior to such assignment. The Village's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Further, no such assignment shall be deemed to release the assignor of its obligations to the Village under this Agreement unless the consent of the Village to the release of the assignor's obligations is first obtained.

#### **M. WAIVER**

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall

be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

#### **N. SEVERABILITY**

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

#### **O. 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 Clerk, Village of Mt. Zion  
1400 Mt. Zion Parkway  
Mt. Zion, IL 62549  
Telephone: (217) 864-5424  
Fax: (217) 864-5935

**TO DEVELOPER:**

Sams & Sullivan Properties, LLC  
c/o Shane Mendenhall, Attorney  
202 S. Franklin Street, Floor 2  
Decatur, IL 62523

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

#### **P. SUCCESSORS IN INTEREST**

Subject to the provisions of *Section L*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **Q. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

## **R. INDEMNIFICATION OF VILLAGE**

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <http://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the Village, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the Village for any claim asserted against the Village arising from the Developer's Project and/or this Agreement. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of Village, including but not limited to the reasonable attorney fees of Village.

## **S. ENTIRE AGREEMENT**

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the Village and the Developer with respect to the subject matter hereof.

## **T. 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.

## **U. WARRANTY OF SIGNATORIES**

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

## **V. TERM OF THE AGREEMENT**

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Mt. Zion, Illinois.

**VILLAGE**

**Mt. Zion, Illinois, a Municipal Corporation.**

BY: \_\_\_\_\_

\_\_\_\_\_  
President, Village of Mt. Zion

ATTEST:

*Reynolds*  
\_\_\_\_\_

Village Clerk, Village of Mt. Zion

**DEVELOPER**

**Sams & Sullivan Properties, LLC, an Illinois Limited Liability Company.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

*Jacob D Sams*  
~~JACOB~~ MEMBER

**EXHIBIT 1**

**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

**Sams & Sullivan Properties, LLC**

Mt. Zion Gustin-Nelson TIF District in the Village of Mt. Zion, Macon County, Illinois

Project Description: The Developer plans to install a sewer lift station to accommodate the expansion of the medical office located on the Property.

Location: 104 Ashland Ave., Mt. Zion, IL 62549

Parcel Numbers: 12-17-03-101-027

**Estimated TIF Eligible Project Costs:**

Installation of Sewer Lift Station Costs ..... \$100,000

**Total Estimated TIF Eligible Project Costs ..... \$100,000**

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\*The Village's reimbursement of TIF Eligible Project Costs to the Developer shall not exceed \$100,000.00 as set forth in this Redevelopment Agreement.

**EXHIBIT 2**

**VILLAGE OF MT. ZION, ILLINOIS  
MT. ZION GUSTIN-NELSON TIF DISTRICT**

**PRIVATE PROJECT  
REQUEST FOR REIMBURSEMENT  
BY  
SAMS & SULLIVAN PROPERTIES, LLC**

Date \_\_\_\_\_

Attention: Village TIF Administrator, Village of Mt. Zion, Illinois

Re: TIF Redevelopment Agreement, dated February 18, 2020  
by and between the Village of Mt. Zion, Illinois, and Sams & Sullivan Properties, LLC (the  
“Developer”)

The Village of Mt. Zion is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. \_\_\_\_\_
2. PAYMENT DUE TO: Sams & Sullivan Properties, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used



to reimburse the Developer for Redevelopment Project Costs for the Project detailed in *Exhibit "I"* of the Redevelopment Agreement.

5. The undersigned certifies that:
- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
  - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
  - (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
  - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
  - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
6. Attached to this Request for Reimbursement is *Exhibit "I"* of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: \_\_\_\_\_ (Developer)

TITLE: \_\_\_\_\_

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**VILLAGE OF MT. ZION, ILLINOIS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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**JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_