

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

Ordinance No.
2020-22

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION (RT. 121 TAX INCREMENT FINANCING DISTRICT II) AND MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3, COUNTY OF MACON, RICHLAND COMMUNITY COLLEGE #537, MT. ZION TOWNSHIP, MT. ZION FIRE PROTECTION DISTRICT, MACON COUNTY CONSERVATION DISTRICT, DECATUR SANITARY DISTRICT, MACON COUNTY HEALTH AND MENTAL HEALTH BOARD AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION

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. 2020-22, 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 November 16, 2020.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 16th day of November, 2020.

Seal



Dawn Reynolds, Village Clerk

ORDINANCE NO. 2020-22

VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT

by and between

VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
(RT. 121 TAX INCREMENT FINANCING DISTRICT II)

and

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3

and

COUNTY OF MACON

and

RICHLAND COMMUNITY COLLEGE #537

and

MT. ZION TOWNSHIP

and

MT. ZION FIRE PROTECTION DISTRICT

and

MT. ZION LIBRARY DISTRICT

and

MACON COUNTY CONSERVATION DISTRICT

and

DECATUR SANITARY DISTRICT

and

MACON COUNTY HEALTH AND MENTAL HEALTH BOARD

and

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION

ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
ON THE 16TH DAY OF NOVEMBER, 2020

VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT

by and between

VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
(RT. 121 TAX INCREMENT FINANCING DISTRICT II)

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MACON COUNTY HEALTH AND MENTAL HEALTH BOARD

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THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION

PREAMBLE

WHEREAS, the **Village of Mt. Zion**, Macon County, Illinois (the "Village"), is an Illinois Municipal Corporation; and

WHEREAS, **Mt. Zion Community Unit School District #3**, is an Illinois Public School District (the "School District"); **County of Macon**, is a duly organized Illinois County; **Richland Community College #537**, is a duly organized Illinois Community College District; **Mt. Zion Township**, is a duly organized Illinois Township; **Mt. Zion Fire Protection District**, is a duly organized Illinois Fire Protection District; **Mt. Zion Library District**, is a duly organized Illinois Public Library District; **Macon County Conservation District**, is a duly organized Illinois Conservation District; **Decatur Sanitary District**, is a duly organized Illinois Sanitary District; **Macon County Health and Mental Health Board**, is a duly organized Illinois Health and Mental

Health Board; and **The Board of Trustees of the University of Illinois on behalf of Macon County Cooperative Extension**, is a duly organized County Cooperative Extension District; and all are collectively referred to herein as the “Taxing Districts;” and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by the Village and the Taxing Districts, as well as other public bodies politic; 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 Tax Increment Allocation Redevelopment Act (the “TIF Act”) (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 proposes to adopt a Redevelopment Plan and Projects and designate a Redevelopment Project Area pursuant to the TIF Act for the **“Mt. Zion Rt. 121 Tax Increment Financing District II”** (the “TIF District”), which area is located within portions of the boundary of the Taxing Districts; and

WHEREAS, pursuant to the *Anticipated Measures to Address Financial Impact* cited in the proposed TIF District Redevelopment Plan, the Village has determined that it wishes to reduce the perceived impact on the real estate tax base of the Taxing Bodies from the establishment of the TIF District as described below; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the TIF District Redevelopment Plan and Projects, designation of the Project Area, adoption of the and adoption of tax increment financing therefore and, through this Agreement, mutually provide for the best interests of their communities and constituents.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS THAT:

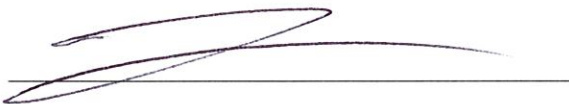
1. The Intergovernmental Agreement by and between the Village of Mt. Zion, Macon County, Illinois and the Taxing Bodies, attached hereto as *Exhibit A*, is hereby approved, subject to and contingent in its entirety on the Village’s successful establishment of the TIF District and all parties to the attached Agreement legally approving the same.
2. 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 Mt. Zion is hereby authorized and directed to attest such execution.

3. The Intergovernmental Agreement shall be effective the date of its approval and upon the execution by all parties therein designated as to having the authority of their respective governing bodies to execute the same.
4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Village of Mt. Zion, Macon County, Illinois, on the 16th day of November, 2020, and deposited and filed in the Office of the Village Clerk of said Village on that date.

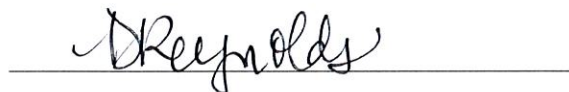
CORPORATE AUTHORITIES	AYES	NAYS	ABSTAIN	ABSENT
Ellen Ritchie	X			
Mike Mose			X	
Chris Siudyla	X			
Donna Scales	X			
Wendy Kernan	X			
Kevin Fritzsche	X			
Lucas Williams, President				
TOTALS:	5	0	1	0

APPROVE:



Lucas Williams, President

ATTEST:



Dawn Reynolds, Village Clerk

ATTACHMENT:

EXHIBIT A. INTERGOVERNMENTAL AGREEMENT

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

by and between

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
(RT. 121 TAX INCREMENT FINANCING DISTRICT II)**

and

MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3

and

COUNTY OF MACON

and

RICHLAND COMMUNITY COLLEGE #537

and

MT. ZION TOWNSHIP

and

MT. ZION FIRE PROTECTION DISTRICT

and

MT. ZION LIBRARY DISTRICT

and

MACON COUNTY CONSERVATION DISTRICT

and

DECATUR SANITARY DISTRICT

and

MACON COUNTY HEALTH AND MENTAL HEALTH BOARD

and

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION**

INTERGOVERNMENTAL AGREEMENT

by and between

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**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION**

NOVEMBER – 2020

INTERGOVERNMENTAL AGREEMENT

by and between

**VILLAGE OF MT. ZION, MACON COUNTY, ILLINOIS
(RT. 121 TAX INCREMENT FINANCING DISTRICT II)**

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MT. ZION COMMUNITY UNIT SCHOOL DISTRICT #3

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MACON COUNTY HEALTH AND MENTAL HEALTH BOARD

and

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION**

This Intergovernmental Agreement is entered into this 16th day of November, 2020 by and between the following Parties: **Village of Mt. Zion**, Macon County, Illinois (the “Village”), an Illinois Municipal Corporation, and: **Mt. Zion Community Unit School District #3**, an Illinois Public School District (the “School District”); **County of Macon**, a duly organized Illinois County; **Richland Community College #537**, a duly organized Illinois Community College District; **Mt. Zion Township**, a duly organized Illinois Township; **Mt. Zion Fire Protection District**, a duly organized Illinois Fire Protection District; **Mt. Zion Library District**, a duly organized Illinois Public Library District; **Macon County Conservation District**, a duly organized Illinois Conservation District; **Decatur Sanitary District**, a duly organized Illinois Sanitary District; **Macon County Health and Mental Health Board**, a duly organized Illinois Health and Mental Health Board; and **The Board of Trustees of the University of Illinois on behalf of Macon County Cooperative Extension**, a duly organized County Cooperative Extension District (collectively the “Taxing Districts”), pursuant to the 1970 Illinois Constitution and the Illinois Compiled Statutes.

PREAMBLE

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) provide legal authority for

intergovernmental privileges and authority to be enjoyed jointly by the Village and the Taxing Districts, as well as other public bodies politic; 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 Tax Increment Allocation Redevelopment Act (the "TIF Act") (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 proposes to adopt a Redevelopment Plan and Projects and designate a Redevelopment Project Area pursuant to the TIF Act for the "**Mt. Zion Rt. 121 Tax Increment Financing District II**" (the "TIF District"), which area is located within portions of the boundary of the Taxing Districts; and

WHEREAS, pursuant to the *Anticipated Measures to Address Financial Impact* cited in the proposed TIF District Redevelopment Plan, the Village has determined that it wishes to reduce the perceived impact on the real estate tax base of the Taxing Bodies from the establishment of the TIF District as described below; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the TIF District Redevelopment Plan and Projects, designation of the Project Area, adoption of the and adoption of tax increment financing therefore and, through this Agreement, mutually provide for the best interests of their communities and constituents; and

WHEREAS, pursuant to Section 11-74.4-7 of the TIF Act, any pledge of funds in the special tax allocation fund designated for said TIF District shall provide for distribution to the Taxing Districts of moneys not required, pledged, earmarked, or otherwise designated for payment and securing of the obligations and anticipated redevelopment project costs, and such excess funds shall be calculated annually and deemed to be "surplus" funds; and

WHEREAS, pursuant to the proposed Mt. Zion Rt. 121 TIF District II Redevelopment Plan and Projects and the TIF Act the Village shall on an annual basis during the life of the TIF District, including any Legislative Extensions thereof, set aside from the Rt. 121 TIF District II Special Tax Allocation Fund (the "TIF Fund") and declare as surplus funds such amounts as set forth below; and

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

WHEREAS this Agreement is subject to and contingent in its entirety on the Village's successful establishment of the TIF 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 (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. ANNUAL DECLARATION OF TIF SURPLUS FUNDS

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. **Taxing Bodies Continue to Levy Real Estate Tax on Initial EAV of the TIF District**: The Parties acknowledge that pursuant to Section 65 ILCS 5/11-74.4-8(a) of the TIF Act, the portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the redevelopment project area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

3. **State Funding of Public Schools is not reduced due to incremental growth in TIF EAV**: The Parties acknowledge that pursuant to the TIF Act and the Illinois School Code by which Illinois public schools currently receive funding through the Evidence Based Funding Formula, no part of the current equalized assessed valuation of each property in the redevelopment project area attributable to any increase above the total initial equalized assessed value, or the total initial equalized assessed value as adjusted, of such properties shall be used in calculating the State school aid, provided for in 105 ILCS 5/18-8.15 of the Illinois School Code, until such time as the TIF District has ended.

4. **Annual Declaration of TIF Surplus Funds**: The Parties acknowledge that the Village shall annually declare by Ordinance a portion of the real estate tax increment generated within the TIF District, if any, as "TIF Surplus Funds" in the manner set forth below.
 - a. The Village has identified within the TIF District Redevelopment Project Area, **two hundred sixty-one (261) Pre-existing Single Family Residential Properties** which, at the time of the establishment of the TIF District, are currently classified by Macon County as a property use code "0040-Resid with Buildings" parcels (*Exhibit 1* and hereinafter

referred to as the “Pre-existing Residential Properties”), and on which there already exists a single-family residential house or duplex unit. **Two (2) rural residential properties** on which single-family homes currently exist but are not coded “0040-Resid with Buildings” (PIN 12-17-04-210-007 and PIN 12-17-04-329-003) are also included in *Exhibit 1*, are located within the TIF District, and shall be subject to this *Section A(4)(a)*. The Village hereby agrees to annually declare as surplus funds, pursuant to Section 11-74.4-7 of the TIF Act, an amount of real estate tax increment equal to that which is **seventy-five percent (75%)** of the gross real estate tax increment generated annually from the “natural growth” of the Pre-existing Single-Family Residential Properties, PIN 12-17-04-210-007 and PIN 12-17-04-329-003 during the life of the TIF District. Such TIF Surplus Funds shall be distributed annually from the Village’s Special Tax Allocation Fund to the Macon County Collector for pro rata distribution to the Taxing Districts no later than 180 days after the close of the Village’s fiscal year as provided in Section 11-74.4-7 of the TIF Act and subject to the receipt of the real estate tax increment for that year from Macon County.

- i. “Natural Growth” is hereby defined as that portion of the annual real estate tax increment, if any, of real estate taxes which are attributable to the increase in the current equalized assessed valuation of each taxable lot, block or tract or parcel of real property within the list of the Pre-existing Residential Properties over and above the initial equalized assessed value of each property (per Section 11-74.4-8 of the TIF Act) other than exempt properties and properties subject to private Redevelopment Agreements.
- ii. In the event any of the Pre-existing Residential Properties are included in a Private Redevelopment Agreement at any time during the life of the TIF District, such property shall also become exempt from *Section A(4)(a)* of this Agreement during the life of the private Redevelopment Agreement.
- iii. In the event Macon County changes the classification of any of the Pre-existing Residential Properties herein defined in *Exhibit 1* to something other than property use code “0040-Resid with Buildings” on which there is a single family residential or duplex unit, then any such properties shall be permanently exempt from *Section A(4)(a)* of this Agreement.
- iv. The amount of surplus funds as calculated pursuant to *Section A(4)(a)* of this Agreement shall be reduced by a proportionate amount of any real estate tax increment which is otherwise owed to but not actually received by the Village as a result of delinquent property tax payments, certificates of error, assessment challenges, or other similar events that result in a

failure of the Village to receive real estate tax increment to which it is otherwise entitled.

- b. The Village shall annually declare as surplus funds, pursuant to Section 11-74.4-7 of the TIF Act, an amount of real estate tax increment equal to that which is calculated pursuant to the schedule below for all parcels which are exempt pursuant to *Section A(4)(a)(ii)* and *(iii)* above, and those parcels which are within the TIF District but were not at the time of the establishment of the TIF District classified by Macon County as a property use code "0040-Resid with Buildings" parcel or listed in *Exhibit 1*.

Upon the annual declaration of such surplus funds, the Village shall return the amount so calculated pursuant to the schedule below to the Macon County Collector who shall thereafter make pro rata distribution to the respective taxing districts in the same manner and proportion as the most recent distribution by the county collector to the affected districts of real property taxes from real property in the redevelopment project area.

The amount of surplus funds as calculated pursuant to the schedule below shall be reduced by a proportionate amount of any real estate tax increment which is otherwise owed to but not actually received by the Village as a result of delinquent property tax payments, certificates of error, assessment challenges, or other similar events that result in a failure of the Village to receive real estate tax increment to which it is otherwise entitled.

Annual Incremental Increase in Equalized Assessed Value of Real Property within the TIF District Redevelopment Project Area (less the incremental EAV generated by parcels listed in <i>Exhibit 1</i>)	Annual TIF Surplus Percentage of Total Annual Real Estate Tax Increment Generated within the TIF Redevelopment Project Area (less the TIF Increment generated by parcels listed in <i>Exhibit 1</i>)
\$0	0%
\$100,000	10%
\$2,500,000	15%
\$4,500,000 or greater	25%
NOTE: The applicable TIF Surplus Percentage is cumulative over the life of the TIF District and will be based on the amount of actual incremental increase in the applicable TIF EAV.	

An illustrated example of the Proposed Schedule of Annual TIF Surplus Funds is attached hereto as *Exhibit 2*. The estimates presented in *Exhibit 2* do not represent specific TIF

Surplus amounts to be annually declared by the Village, but rather are provided to further illustrate the possible trajectory of future TIF Surplus percentages. The Parties therefore acknowledge that the actual results from year-to-year may vary. Notwithstanding anything herein to the contrary, the Annual Surplus Funds declared by the Village pursuant to its obligation in *Section A(4)(b)* of this Agreement shall not exceed **twenty-five percent (25%)** of the annual real estate tax increment generated by the parcels within the TIF District that are not at the time of the establishment of the TIF District currently classified by Macon County as a property use code “0040-Resid with Buildings” parcel and as hereto listed in *Exhibit 1*.

- c. The Village shall have the right to unilaterally declare this TIF Surplus Funds provision suspended and no declaration of such TIF Surplus Funds shall be made by the Village in any year during the life of the TIF District in which the establishment or annual administration of the TIF district is, in any manner, being challenged in a court of law. During any such suspension, unpaid TIF Surplus Funds shall be held in escrow by the Village for future distribution upon said challenge to the TIF District being resolved and sufficient TIF funds becoming available.
- d. If a refund or reimbursement of tax increment is potentially due from the Village’s Special Tax Allocation Fund for any reason, including but not limited to any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom for any property located within the TIF District, the Village may at its sole discretion withhold a proportional amount of the TIF Surplus Funds in question that are due the Taxing Districts hereunder until the time such action is resolved.
- e. Without prejudice to any other right or claim which the Taxing bodies may have against the Village, the Taxing Bodies hereby waive any claim under the statutory provision of the TIF Act for any other TIF funds unless otherwise agreed to in writing with the Village.
- f. Pursuant to Section 5/11-74.4-3 (q)(7) of the TIF Act and notwithstanding anything in this Agreement to the contrary, the Village hereby reserves the authority to separately reimburse all or a portion of a taxing district’s capital costs that are incurred or are to be incurred within a taxing district for which such capital costs:
 - i. result from the TIF District redevelopment project;
 - ii. are in furtherance of the objectives of the TIF District redevelopment plan and project; and

- iii. are the subject of a written agreement that is accepted and approved by the Village.
- g. Notwithstanding anything in this Agreement to the contrary, nor in lieu of any benefit provided herein, any of the Taxing Districts may request from the Village additional TIF funding for other TIF eligible costs during the life of the TIF District, including any Legislative Extensions thereof, provided such requests shall be considered on a case-by-case basis and for which the Village further agrees by written agreement to exercise its authority pursuant to the TIF Act and the laws of the State of Illinois to provide such assistance as may be available and payable solely from the TIF District Special Tax Allocation Fund.

B. GENERAL PROVISIONS

1. **Indirect Beneficiaries.** The Parties acknowledge that other public bodies may indirectly benefit from this Intergovernmental Agreement.
2. **Binding Effect:** This Agreement shall be binding on the Parties and their respective successors, including successors in office. Should any of the Taxing Districts merge with another public body, this Agreement shall apply to the successor taxing district.
3. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
4. **Term:** This Agreement shall become effective upon the establishment of the TIF District and the full execution of this Agreement by the Taxing Districts and shall remain in effect until either the Village adopts an Ordinance dissolving the TIF District, or until the termination of the TIF District as adopted in the Redevelopment Plan, including any Legislative Extension thereof, whichever is occurs first.
5. **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.
6. **Real Estate Tax Increment Information:** The Administrators of this TIF District Redevelopment Plan and the Village agree to provide the Taxing Districts with information developed to establish the initial equalized assessed valuation of the TIF District and the computation of the real estate increment in each successive year for the TIF District as a whole. The Administrators further agree to provide the Taxing Districts with a copy of the TIF Annual Report as required by law to be provided to the Taxing Districts.

7. **Enforcement:** The Parties agree that in the event any Party to this Agreement fails to perform or avoids its obligations hereunder, any Party not in breach may initiate an action in the a court of competent jurisdiction 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. **Waiver of Objections:** The Taxing Districts by their execution and approval of this Agreement hereby waive 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. Furthermore, the Taxing Districts may not contest, challenge or otherwise object to the calculation of any surplus funds declared by the Village hereunder, after a period that is one year from the date said payments of surplus funds are issued by the County to the Taxing Districts. Nothing contained herein is to be construed to give the Taxing Districts any right to participate in the administration of the TIF District Redevelopment Plan or Projects. This waiver does not limit or prohibit the Taxing Districts from contesting the Village's distribution of TIF Funds as it relates to this Agreement. In the event the Village fails to perform any obligations within this Agreement, this *Paragraph B(8)* is null and void.

9. **Indemnification and Non-waiver:** Each Taxing District individually shall indemnify and hold harmless the Village, its agents, board members, attorneys, officers, representatives, and employees (in both their individual and official capacities) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses, expert witness fees and costs of investigations, and reasonable attorneys' fees) which may arise directly or indirectly from (i) from any default or breach of the terms of this Agreement by the Taxing District; or (ii) from any negligence or reckless or willful misconduct of the Taxing District or any of its contractors, subcontractors or agents or employees thereof (so long as such contractor, subcontractor or agent or employee is hired by the Taxing District). This paragraph shall not apply, and the Taxing District shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.
 - a. The Village covenants and agrees to defend, indemnify and hold the Taxing Districts and their officers, board members, attorneys, agents, employees and representatives (in both their individual and official capacities) harmless from all claims, suits, costs or expenses, or other causes of action of any kind (including expert witness and attorney's fees, and costs of investigations) ("Loss") of defending any claims or actions contesting the validity or legality of the Mt. Zion Rt. 121 TIF Plan, Redevelopment Project, Redevelopment Project Area, or this Agreement. The Village covenants and

agrees to indemnify, defend, and hold harmless each Taxing District against any Loss brought against the Taxing District arising from or in connection with the acts or omissions of the Village or its employees or agents related to this Agreement or the Village's breach of this Agreement, provided that said Loss has not been caused by the negligence or misconduct of the respective Taxing District and its employees.

- b. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including but not limited to any immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), the State Employee Indemnification Act (5 ILCS 350/1, et seq.), or otherwise provided by law.
10. **Final Payments.** Payments made to the Taxing Districts under this Agreement shall be final and non-refundable once made unless there is a calculation error in the distribution of funds under this Agreement.
 11. **Prevailing Wage:** The Taxing Districts acknowledge their responsibility for compliance with the Illinois Prevailing Wage Act. The Taxing Districts 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 Taxing Districts shall indemnify and hold harmless the Village, its officers, officials, agents and consultants from any and all claims related thereto.
 12. **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.
 13. **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.
 14. **Partial Invalidity:** In the event 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.
 15. **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 Mt. Zion
% Village Clerk
1400 Mt. Zion Parkway
Mt. Zion, IL 62549

Mt. Zion C.U.S.D. #3
% Superintendent
1595 W. Main Street
Mt. Zion, IL 62549

County of Macon
% County Clerk
141 S Main Street, Room 104
Decatur, IL 62523

Richland Community College #537
% Treasurer
1 College Park
Decatur, IL 62521
Mt. Zion Township
% Township Supervisor
P.O. Box 323
Mt. Zion, IL 62549

Mt. Zion Fire Protection District
% Board President
110 W. Main Street
Mt. Zion, IL 62549

Mt. Zion Library District
% Board President
115 W. Main Street
Mt. Zion, IL 62549

Macon County Conservation District
% Board President
3939 Nearing Lane
Decatur, IL 62521

Decatur Sanitary District
% Board President
501 Dipper Lane
Decatur, IL 62522

Macon County Health and Mental Health Board
% Board President
141 S. Main Street, Room 312
Decatur, IL 62523

Macon County Cooperative Extension
% Board President
3351 Howard Brown Blvd.
Decatur, IL 62521

16. **Authority to Execute:** The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement. The Village hereby further represents and warrants that it has fully constitutional, statutory, and lawful right, power and authority, under current applicable law, to execute and deliver, and perform the terms, duties and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

17. **Counterparts:** This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated as follows:

MT. ZION C.U.S.D. #3

By: [Signature] Date: 12-1-20
President, Board of Education

Attest: _____ Date: _____
Secretary, Board of Education

COUNTY OF MACON

By: [Signature] Date: 1/14/21
County Board President

Attest: [Signature] Date: 1/14/21
County Board Secretary

RICHLAND COMMUNITY COLLEGE #537

By: [Signature] Date: 1-6-21
President, Board of Trustees

Attest: [Signature] Date: 1/5/21
Secretary, Board of Trustees
TRIMANSON

MT. ZION TOWNSHIP

By: [Signature] Date: 12-4-2020
President, Board of Trustees

Attest: [Signature] Date: 12-4-2020
Secretary, Board of Trustees

MT. ZION FIRE PROTECTION DISTRICT

By: [Signature] Date: 12/14/2020
President, Board of Trustees

Attest: [Signature] Date: 12-14-20
Secretary, Board of Trustees

MT. ZION LIBRARY DISTRICT

By: [Signature] Date: 12/14/2020
President, Board of Trustees

Attest: [Signature] Date: 12-14-20
Secretary, Board of Trustees

MACON COUNTY CONSERVATION DISTRICT

By: [Signature] Date: 3/24/21
President, Board of Trustees

Attest: [Signature] Date: 3/24/21
Secretary, Board of Trustees

DECATUR SANITARY DISTRICT

By: [Signature] Date: 12/17/20
President, Board of Trustees

Attest: [Signature] Date: 1/5/21
Secretary, Board of Trustees
Clerk

MACON COUNTY HEALTH AND MENTAL HEALTH BOARD

By: [Signature] Date: 3-8-21
President, Board of Trustees

Attest: [Signature] Date: 3/8/21
Secretary, Board of Trustees

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS ON BEHALF OF MACON COUNTY COOPERATIVE EXTENSION

By: [Signature] Date: 2/26/21
Avijit Ghosh, Comptroller, The Board of Trustees of the University of Illinois

Attest: [Signature] Date: 2/26/21
Secretary, The Board of Trustees of the University of Illinois

VILLAGE OF MT. ZION, ILLINOIS

By: [Signature] Date: 12/16/2020
Mayor, Village of Mt. Zion, Illinois

Attest: [Signature] Date: 12/16/2020
Clerk, Village of Mt. Zion, Illinois

EXHIBIT 1

MT. ZION RT. 121 TIF DISTRICT II

Parcels on which there currently exists a single-family home or duplex unit and classified by Macon County as a property use code "0040-Resid with Buildings"

Count	Parcel	Tax Code	Use Code	Site Address
1	12-17-03-104-021	12193	0040	345 WOODLAND DR, MT ZION
2	12-17-03-104-031	12193	0040	342 WOODLAND LN, MT ZION
3	12-17-03-129-023	12188	0040	1365 ASHLAND AVE
4	12-17-03-129-027	12188	0040	1305 ASHLAND AVE
5	12-17-03-129-028	12188	0040	1325 ASHLAND AVE
6	12-17-03-129-029	12188	0040	1345 ASHLAND AVE
7	12-17-03-151-012	12188	0040	820 N STATE ROUTE 121
8	12-17-03-151-013	12188	0040	810 N STATE ROUTE 121
9	12-17-03-151-014	12188	0040	100 E ROBERTS ST
10	12-17-03-151-015	12188	0040	835 BAKER DR
11	12-17-03-151-016	12188	0040	825 BAKER DR
12	12-17-03-151-017	12188	0040	815 BAKER DR
13	12-17-03-151-018	12188	0040	200 E ROBERTS ST
14	12-17-03-151-019	12188	0040	805 BAKER DR
15	12-17-03-152-022	12188	0040	940 N LIMA ST
16	12-17-03-153-001	12188	0040	830 BAKER DR
17	12-17-03-153-002	12188	0040	820 BAKER DR
18	12-17-03-153-003	12188	0040	810 BAKER DR
19	12-17-03-153-004	12188	0040	800 BAKER DR
20	12-17-03-153-005	12188	0040	230 E ROBERTS DR
21	12-17-03-301-001	12188	0040	730 N STATE ROUTE 121
22	12-17-03-301-002	12188	0040	720 N STATE ROUTE 121
23	12-17-03-301-003	12188	0040	700 N STATE ROUTE 121
24	12-17-03-301-004	12188	0040	125 E ROBERTS ST
25	12-17-03-301-005	12188	0040	215 E ROBERTS ST
26	12-17-03-301-006	12188	0040	225 E ROBERTS ST
27	12-17-03-301-007	12188	0040	235 E ROBERTS ST
28	12-17-03-302-001	12188	0040	620 N STATE ROUTE 121
29	12-17-03-302-002	12188	0040	600 N STATE ROUTE 121
30	12-17-03-302-004	12188	0040	540 N STATE ROUTE 121
31	12-17-03-302-005	12188	0040	530 N STATE ROUTE 121
32	12-17-03-302-006	12188	0040	520 N STATE ROUTE 121
33	12-17-03-302-007	12188	0040	500 N STATE ROUTE 121
34	12-17-03-302-008	12188	0040	440 N STATE ROUTE 121
35	12-17-03-302-009	12188	0040	120 MCGAUGHEY
36	12-17-03-302-010	12188	0040	130 MCGAUGHEY

Count	Parcel	Tax Code	Use Code	Site Address
37	12-17-03-353-001	12188	0040	420 N STATE ROUTE 121
38	12-17-03-353-002	12188	0040	115 MC GAUGHEY
39	12-17-03-353-003	12188	0040	125 MC GAUGHEY
40	12-17-03-353-004	12188	0040	135 MC GAUGHEY
41	12-17-03-353-005	12188	0040	400 N STATE ROUTE 121
42	12-17-03-353-006	12188	0040	350 N STATE ROUTE 121
43	12-17-03-353-007	12188	0040	340 N STATE ROUTE 121
44	12-17-03-353-026	12188	0040	310 S STATE ROUTE 121
45	12-17-03-353-027	12188	0040	330 S STATE ROUTE 121
46	12-17-03-376-012	12188	0040	413 SHONNA DR
47	12-17-03-376-013	12188	0040	427 SHONNA DR
48	12-17-03-376-014	12188	0040	431 SHONNA DR
49	12-17-03-376-015	12188	0040	503 SHONNA DR
50	12-17-03-376-016	12188	0040	509 SHONNA DR
51	12-17-03-376-017	12188	0040	515 SHONNA DR
52	12-17-03-376-018	12188	0040	521 SHONNA DR
53	12-17-03-376-019	12188	0040	533 SHONNA DR
54	12-17-03-376-020	12188	0040	537 SHONNA DR
55	12-17-04-153-001	12188	0040	870 WESTSIDE DR
56	12-17-04-153-002	12188	0040	860 WESTSIDE DR
57	12-17-04-153-003	12188	0040	850 WESTSIDE DR
58	12-17-04-153-004	12188	0040	840 WESTSIDE DR
59	12-17-04-153-005	12188	0040	1140 MEADOWVIEW DR
60	12-17-04-153-006	12188	0040	1130 MEADOWVIEW DR
61	12-17-04-153-007	12188	0040	1120 MEADOWVIEW
62	12-17-04-153-008	12188	0040	1100 MEADOWVIEW DR
63	12-17-04-153-009	12188	0040	1030 MEADOWVIEW DR
64	12-17-04-154-001	12188	0040	830 WESTSIDE DR
65	12-17-04-154-002	12188	0040	820 WESTSIDE DR
66	12-17-04-154-003	12188	0040	810 WESTSIDE DR
67	12-17-04-154-004	12188	0040	800 WESTSIDE DR
68	12-17-04-154-007	12188	0040	1135 MEADOWVIEW DR
69	12-17-04-154-008	12188	0040	1125 MEADOWVIEW DR
70	12-17-04-154-010	12188	0040	1130 SUNNYCREST
71	12-17-04-154-011	12188	0040	1120 SUNNYCREST
72	12-17-04-154-012	12188	0040	825 CRESTVIEW CT
73	12-17-04-154-013	12188	0040	1135 SUNNYCREST
74	12-17-04-154-014	12188	0040	1125 SUNNYCREST
75	12-17-04-154-015	12188	0040	735 CRESTVIEW DR
76	12-17-04-155-001	12188	0040	830 CRESTVIEW DR

Count	Parcel	Tax Code	Use Code	Site Address
77	12-17-04-155-003	12188	0040	810 CRESTVIEW CT
78	12-17-04-155-004	12188	0040	835 WESTLAND
79	12-17-04-155-005	12188	0040	825 WESTLAND
80	12-17-04-155-006	12188	0040	1020 SUNNYCREST DR
81	12-17-04-176-001	12188	0040	830 WESTLAND
82	12-17-04-176-002	12188	0040	960 CRESTVIEW CT
83	12-17-04-176-003	12188	0040	940 CRESTVIEW CT
84	12-17-04-177-001	12188	0040	965 CRESTVIEW CT
85	12-17-04-177-002	12188	0040	955 CRESTVIEW CT
86	12-17-04-177-003	12188	0040	945 CRESTVIEW CT
87	12-17-04-177-004	12188	0040	935 CRESTVIEW CT
88	12-17-04-177-005	12188	0040	925 CRESTVIEW CT
89	12-17-04-210-005	12188	0040	1115 WOODLAND DR
90	12-17-04-210-008	12188	0040	1175 WOODLAND DR
91	12-17-04-210-009	12188	0040	1125 WOODLAND DR
92	12-17-04-227-017	12188	0040	1620 HAVENWOOD CT
93	12-17-04-227-018	12188	0040	1610 HAVENWOOD CT
94	12-17-04-227-019	12188	0040	1600 HAVENWOOD CT
95	12-17-04-229-005	12188	0040	1594 DOGWOOD DR
96	12-17-04-229-006	12188	0040	1592 DOGWOOD DR
97	12-17-04-229-011	12193	0040	1565 N STATE ROUTE 121
98	12-17-04-231-003	12188	0040	420 WOODLAND LN
99	12-17-04-231-007	12193	0040	318 W WOODLAND LN
100	12-17-04-232-001	12193	0040	1505 N STATE ROUTE 121
101	12-17-04-232-003	12193	0040	1445 N STATE ROUTE 121
102	12-17-04-232-004	12193	0040	1435 N STATE ROUTE 121
103	12-17-04-233-001	12188	0040	435 WOODLAND LN
104	12-17-04-233-002	12188	0040	1220 WOODLAND DR
105	12-17-04-233-003	12188	0040	1210 WOODLAND DR
106	12-17-04-233-004	12188	0040	430 DEBBY DR
107	12-17-04-233-005	12188	0040	425 WOODLAND LN
108	12-17-04-233-006	12188	0040	415 WOODLAND LN
109	12-17-04-233-007	12188	0040	405 WOODLAND LN
110	12-17-04-233-008	12188	0040	335 WOODLAND LN
111	12-17-04-233-009	12188	0040	325 WOODLAND LN
112	12-17-04-233-010	12188	0040	315 WOODLAND LN
113	12-17-04-233-011	12188	0040	305 WOODLAND LN
114	12-17-04-233-013	12188	0040	420 DEBBY DR
115	12-17-04-233-014	12188	0040	400 W DEBBY DR
116	12-17-04-233-015	12188	0040	330 DEBBY DR

Count	Parcel	Tax Code	Use Code	Site Address
117	12-17-04-233-016	12188	0040	320 DEBBY DR
118	12-17-04-233-017	12188	0040	314 DEBBY DR
119	12-17-04-233-018	12188	0040	310 DEBBY DR
120	12-17-04-233-019	12188	0040	300 DEBBY DR
121	12-17-04-234-001	12188	0040	435 DEBBY DR
122	12-17-04-234-002	12188	0040	425 DEBBY DR
123	12-17-04-234-003	12188	0040	405 DEBBY DR
124	12-17-04-234-004	12188	0040	335 DEBBY DR
125	12-17-04-234-005	12188	0040	325 DEBBY DR
126	12-17-04-234-006	12188	0040	315 DEBBY DR
127	12-17-04-234-007	12188	0040	305 DEBBY DR
128	12-17-04-234-010	12188	0040	1115 N STATE ROUTE 121
129	12-17-04-234-011	12188	0040	1105 N STATE ROUTE 121
130	12-17-04-277-003	12188	0040	300 NORTH DR
131	12-17-04-277-004	12188	0040	220 NORTH DR
132	12-17-04-277-005	12188	0040	200 NORTH DR
133	12-17-04-277-006	12188	0040	120 NORTH DR
134	12-17-04-279-001	12188	0040	940 EAST DR
135	12-17-04-279-002	12188	0040	920 EAST DR
136	12-17-04-279-003	12188	0040	910 EAST DR
137	12-17-04-279-004	12188	0040	840 EAST DR
138	12-17-04-279-005	12188	0040	830 EAST DR
139	12-17-04-280-033	12188	0040	100 W ROBERTS ST
140	12-17-04-301-001	12188	0040	1325 W MAIN ST
141	12-17-04-301-002	12188	0040	1315 W MAIN ST
142	12-17-04-301-003	12188	0040	1245 W MAIN ST
143	12-17-04-301-004	12188	0040	1235 W MAIN ST
144	12-17-04-301-005	12188	0040	1225 W MAIN ST
145	12-17-04-301-006	12188	0040	1145 W MAIN ST
146	12-17-04-302-002	12188	0040	725 CRESTVIEW CT
147	12-17-04-302-003	12188	0040	715 CRESTVIEW CT
148	12-17-04-302-004	12188	0040	705 CRESTVIEW DR
149	12-17-04-303-001	12188	0040	720 CRESTVIEW DR
150	12-17-04-303-002	12188	0040	710 CRESTVIEW
151	12-17-04-303-003	12188	0040	1030 W MAIN ST
152	12-17-04-303-004	12188	0040	735 WESTLAND
153	12-17-04-303-005	12188	0040	725 WESTLAND
154	12-17-04-303-006	12188	0040	1000 W MAIN ST
155	12-17-04-326-001	12188	0040	730 WESTLAND
156	12-17-04-326-002	12188	0040	950 OAKVIEW DR

Count	Parcel	Tax Code	Use Code	Site Address
157	12-17-04-326-003	12188	0040	940 OAKVIEW DR
158	12-17-04-326-004	12188	0040	930 OAKVIEW DR
159	12-17-04-326-005	12188	0040	920 OAKVIEW DR
160	12-17-04-326-006	12188	0040	910 OAKVIEW DR
161	12-17-04-326-007	12188	0040	900 OAKVIEW DR
162	12-17-04-328-002	12188	0040	710 WESTLAND
163	12-17-04-328-003	12188	0040	940 W MAIN ST
164	12-17-04-328-004	12188	0040	945 OAKVIEW DR
165	12-17-04-328-005	12188	0040	935 OAKVIEW DR
166	12-17-04-328-006	12188	0040	925 OAKVIEW DR
167	12-17-04-328-007	12188	0040	915 OAKVIEW DR
168	12-17-04-328-008	12188	0040	905 OAKVIEW DR
169	12-17-04-328-009	12188	0040	930 W MAIN ST
170	12-17-04-328-010	12188	0040	900 W MAIN ST
171	12-17-04-330-002	12188	0040	915 W MAIN ST
172	12-17-04-331-003	12188	0040	805 W MAIN ST
173	12-17-04-376-002	12188	0040	730 MILLS ST
174	12-17-04-402-001	12188	0040	820 W MAIN ST
175	12-17-04-403-001	12188	0040	690 MAPLE
176	12-17-04-403-002	12188	0040	680 MAPLE
177	12-17-04-403-003	12188	0040	670 MAPLE
178	12-17-04-403-004	12188	0040	650 MAPLE
179	12-17-04-403-005	12188	0040	640 MAPLE
180	12-17-04-403-006	12188	0040	630 MAPLE
181	12-17-04-403-007	12188	0040	620 MAPLE
182	12-17-04-428-001	12188	0040	550 WOODLAND DR
183	12-17-04-428-002	12188	0040	540 WOODLAND DR
184	12-17-04-428-003	12188	0040	455 BELL ST
185	12-17-04-428-004	12188	0040	435 BELL ST
186	12-17-04-429-011	12188	0040	520 BELL ST
187	12-17-04-451-003	12188	0040	645 W MAIN ST
188	12-17-04-451-005	12188	0040	625 W MAIN ST
189	12-17-04-451-006	12188	0040	605 W MAIN ST
190	12-17-04-451-007	12188	0040	535 W MAIN ST
191	12-17-04-451-012	12188	0040	235 BELL ST
192	12-17-04-451-013	12188	0040	710 MILL ST
193	12-17-04-451-014	12188	0040	640 MILL ST
194	12-17-04-451-015	12188	0040	620 MILL ST
195	12-17-04-451-018	12188	0040	520 MILL ST
196	12-17-04-451-020	12188	0040	530 MILL ST

Count	Parcel	Tax Code	Use Code	Site Address
197	12-17-04-451-021	12188	0040	510 MILL ST
198	12-17-04-451-022	12188	0040	225 BELL ST
199	12-17-04-451-023	12188	0040	215 BELL ST
200	12-17-04-451-024	12188	0040	205 BELL ST
201	12-17-04-452-001	12188	0040	685 MAPLE
202	12-17-04-452-002	12188	0040	675 MAPLE
203	12-17-04-452-003	12188	0040	655 MAPLE
204	12-17-04-452-004	12188	0040	635 MAPLE
205	12-17-04-452-005	12188	0040	625 MAPLE
206	12-17-04-452-006	12188	0040	615 MAPLE
207	12-17-04-452-008	12188	0040	545 WOODLAND DR
208	12-17-04-452-009	12188	0040	535 WOODLAND CT
209	12-17-04-452-010	12188	0040	525 WOODLAND DR
210	12-17-04-452-011	12188	0040	415 BELL ST
211	12-17-04-452-012	12188	0040	650 W MAIN ST
212	12-17-04-452-013	12188	0040	640 W MAIN ST
213	12-17-04-452-014	12188	0040	630 W MAIN ST
214	12-17-04-452-015	12188	0040	620 W MAIN ST
215	12-17-04-452-016	12188	0040	600 W MAIN ST
216	12-17-04-452-017	12188	0040	540 W MAIN ST
217	12-17-04-452-018	12188	0040	530 W MAIN ST
218	12-17-04-452-019	12188	0040	520 W MAIN ST
219	12-17-04-452-022	12188	0040	345 BELL ST
220	12-17-04-452-023	12188	0040	335 BELL ST
221	12-17-04-452-025	12188	0040	500 W MAIN ST
222	12-17-04-454-003	12188	0040	439 W MAIN ST
223	12-17-04-454-004	12188	0040	250 BELL ST
224	12-17-04-454-005	12188	0040	240 BELL ST
225	12-17-04-454-006	12188	0040	220 BELL
226	12-17-04-454-007	12188	0040	210 BELL ST
227	12-17-04-476-001	12188	0040	440 BELL ST
228	12-17-04-476-003	12188	0040	420 BELL ST
229	12-17-04-476-005	12188	0040	400 BELL ST
230	12-17-04-476-006	12188	0040	340 BELL ST
231	12-17-04-476-010	12188	0040	445 N BROADWAY
232	12-17-04-476-013	12188	0040	405 BROADWAY
233	12-17-04-476-017	12188	0040	430 BELL ST
234	12-17-04-476-019	12188	0040	320 BELL ST
235	12-17-04-476-021	12188	0040	345 N BROADWAY
236	12-17-04-476-023	12188	0040	435 M BROADWAY

Count	Parcel	Tax Code	Use Code	Site Address
237	12-17-04-477-017	12188	0040	325 N MAIN ST
238	12-17-04-477-021	12188	0040	335 N MAIN
239	12-17-04-477-022	12188	0040	345 N MAIN
240	12-17-04-482-001	12188	0040	155 W MAIN ST
241	12-17-04-482-002	12188	0040	145 W MAIN ST
242	12-17-04-482-003	12188	0040	135 W MAIN ST
243	12-17-04-482-004	12188	0040	125 W MAIN ST
244	12-17-04-483-004	12188	0040	340 N MAIN ST
245	12-17-04-483-005	12188	0040	320 N MAIN ST
246	12-17-04-483-006	12188	0040	220 W MAIN ST
247	12-17-04-483-007	12188	0040	200 W MAIN ST
248	12-17-04-483-008	12188	0040	140 W MAIN ST
249	12-17-04-483-010	12188	0040	120 W MAIN ST
250	12-17-05-400-028	12188	0040	5360 TRAUGHBER RD
251	12-17-05-400-037	12188	0040	5420 TRAUGHBER RD
252	12-17-10-101-003	12188	0040	420 S STATE ROUTE 121
253	12-17-10-127-004	12188	0040	640-644 LINDA CT
254	12-17-10-127-013	12188	0040	104 BURGNER DR
255	12-17-10-127-015	12188	0040	650 LINDA CT
256	12-17-10-127-016	12188	0040	660 LINDA CT
257	12-17-10-127-017	12188	0040	690 LINDA CT
258	12-17-10-127-018	12188	0040	680 LINDA CT
259	12-17-10-128-003	12188	0040	641-659 LINDA CT
260	12-17-10-128-004	12188	0040	661-679 LINDA CT
261	12-17-10-128-005	12188	0040	681-697 LINDA CT
262	12-17-04-210-007	12188	Rural Prop.	1075 WOODLAND DR
263	12-17-04-329-003	12188	Rural Prop.	850 W MAIN ST

EXHIBIT 2
MT. ZION RT. 121 TIF DISTRICT II
EXAMPLE OF PROPOSED TIF SURPLUS PERCENTAGE SCHEDULE

TABLE 1. PROPOSED MT. ZION RT. 121 TIF DISTRICT II - HISTORY OF EQUALIZED ASSESSED VALUATION (BEFORE EXEMPTIONS), TAX YEARS 2014-2019

PROPOSED RT. 121 TIF DISTRICT II	2014	2015	2016	2017	2018	2019	Average Growth Rate
Total EAV of Proposed TIF Area	\$18,554,555	\$18,533,529	\$18,651,410	\$18,854,097	\$19,195,041	\$19,793,646	
TIF Area Growth Rate		-0.11%	0.64%	1.09%	1.81%	3.12%	1.31%
Total Village EAV	\$123,775,266	\$125,416,206	\$127,983,373	\$131,617,058	\$134,723,958	\$139,282,265	
Balance of Village EAV	\$105,220,711	\$106,882,677	\$109,331,963	\$112,762,961	\$115,528,917	\$119,488,619	
Balance of Village EAV Growth Rate		1.58%	2.29%	3.14%	2.45%	3.43%	2.58%
Difference with TIF Area		-1.59%	-1.56%	-2.05%	-0.64%	-0.31%	-1.27%

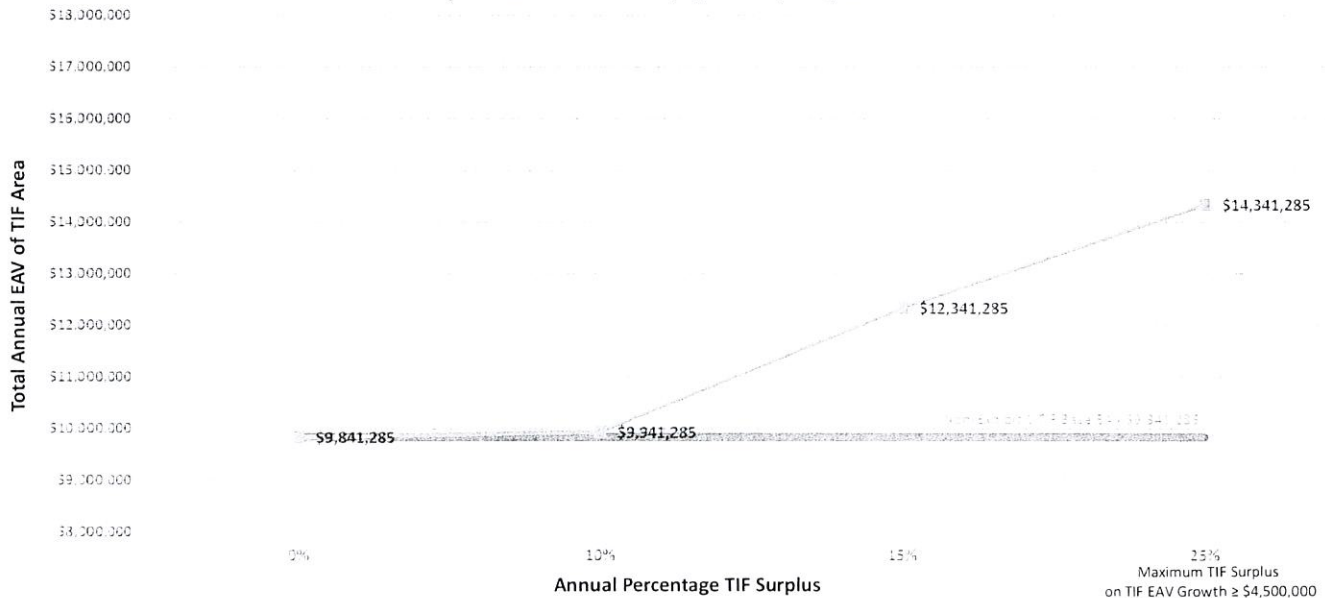
TABLE 2. EQUALIZED ASSESSED VALUATION (BEFORE EXEMPTIONS) OF PROPOSED MT. ZION RT. 121 TIF DISTRICT II BY SUB-AREA

PROPOSED RT. 121 TIF DISTRICT II	Tax Year 2019	
Total EAV of Proposed TIF Area	\$19,793,646	
EAV of County Use Code 0040 TIF Parcels per Exhibit 1	\$9,952,361	<i>(75% of real estate tax increment occurring on these parcels to be annually declared as TIF Surplus Funds)</i>
EAV of Remaining Parcels in Proposed TIF Area	\$9,841,285	<i>(TIF Surplus to be declared annually on these parcels per Section A(4)(b) of this Agreement)</i>

TABLE 3. MT. ZION RT 121 TIF DISTRICT II PROPOSED INTERGOVERNMENTAL AGREEMENT SCHEDULE OF ANNUAL TIF SURPLUS FUNDS - EXAMPLE ONLY

TIF Base EAV	TIF EAV Growth	Approx. Annual	Est. Total Taxable Value of TIF Area	Average Total R.E. Tax Rate	Total TIF R.E. Tax Increment	TIF Surplus	Estimated TIF Surplus Amount
		Percentage Growth over TIF Base EAV				Percentage of Total TIF Increment	
\$9,841,285	\$0	0.00%	\$9,841,285	8.52667%	\$0	0%	\$0
\$9,841,285	\$100,000	1.02%	\$9,941,285	8.52667%	\$8,527	10%	\$853
\$9,841,285	\$2,500,000	25.40%	\$12,341,285	8.52667%	\$213,167	15%	\$31,975
\$9,841,285	\$4,500,000	45.73%	\$14,341,285	8.52667%	\$383,700	25%	\$95,925

Mt. Zion Rt. 121 TIF District II Proposed Annual TIF Surplus Percentage Schedule on TIF Parcels Not Listed in Exhibit 1 - Example Only by Estimated Total EAV (before exemptions) of TIF Area



Note: The maximum estimated TIF surplus per village parcel is assumed. The total TIF surplus is the percentage of total village TIF surplus which is applied to the village.