

VILLAGE OF MT. ZION  
MACON COUNTY, ILLINOIS

Ordinance No.  
2020-6

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MT. ZION AND RUFF-INN-IT AND JOHN M. BETSCHER

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. 2020-6, 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 June 15, 2020.

In witness whereof, I hereby set my hand and affix the seal of the Village of Mt. Zion on this 15<sup>th</sup> day of June, 2020.

Seal

  
\_\_\_\_\_  
Dawn Reynolds, Village Clerk

**VILLAGE OF MT. ZION, ILLINOIS**

**ORDINANCE NO. 2020-6**

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

**BY AND BETWEEN**

**THE VILLAGE OF MT. ZION**

**AND**

**RUFF-INN-IT, LLC**

**AND**

**JOHN M. BETSCHER**

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

**ADOPTED BY THE CORPORATE AUTHORITIES  
OF THE VILLAGE OF MT. ZION, ILLINOIS  
ON THE 15<sup>TH</sup> DAY OF JUNE, 2020.**

VILLAGE OF MT. ZION, ILLINOIS: ORDINANCE NO. 2020-6

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT BY AND BETWEEN:  
THE VILLAGE OF MT. ZION  
AND  
RUFF-INN-IT, LLC AND JOHN M. BETSCHER**

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

**SECTION ONE:** The Redevelopment Agreement with Ruff-Inn-It, LLC and John M. Betscher attached hereto is hereby approved.

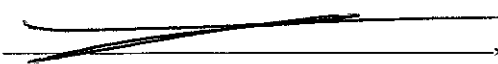
**SECTION TWO:** The Village President is hereby authorized and directed to enter into and execute on behalf of the Village said Redevelopment Agreement and the Village Clerk of the Village of Mt. Zion is hereby authorized and directed to attest such execution.

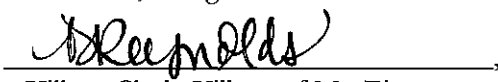
**SECTION THREE:** The Redevelopment Agreement shall be effective the date of its approval on the 15<sup>th</sup> day of June, 2020.

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

**PASSED, APPROVED & ADOPTED** by the Corporate Authorities of the Village of Mt. Zion this 15<sup>th</sup> day of June, 2020 and filed in the office of the Village Clerk of said Village on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
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>	6		

**APPROVED:** , Date 6 / 15 / 2020  
President, Village of Mt. Zion

**ATTEST:** , Date: 6 / 15 / 2020  
Village Clerk, Village of Mt. Zion

**MT. ZION GUSTIN-NELSON  
TAX INCREMENT FINANCING (TIF) DISTRICT**

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**TIF REDEVELOPMENT AGREEMENT**

by and between

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

and

**RUFF-INN-IT, LLC**

and

**JOHN M. BETSCHER**

**JUNE 15, 2020**

**REDEVELOPMENT AGREEMENT**  
**by and between**  
**VILLAGE OF MT. ZION**  
**MT. ZION GUSTIN-NELSON TIF DISTRICT**  
**and**  
**RUFF-INN-IT, LLC**  
**and**  
**JOHN M. BETSCHER**

**THIS AGREEMENT** (including *all Exhibits*) is entered into this 15<sup>th</sup> day of June, 2020, by the Village of Mt. Zion (“Village”), an Illinois Municipal Corporation, Macon County, Illinois; and Ruff-Inn-It, LLC, an Illinois Limited Liability Company and John M. Betscher (collectively, 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, by promoting the development of private investment 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 expend funds for economic development purposes to commercial enterprises that are necessary or desirable for the promotion of economic development within the municipality; 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 develop, redevelop, and rehabilitate such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

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

**WHEREAS**, included in the Redevelopment Project Area is property owned by the Developer located at 1555 N. State Rt. 121, Mt. Zion, Illinois (PIN # 12-17-04-229-012) (the “Property”); and

**WHEREAS**, the Developer has proceeded with plans to undertake a redevelopment project located on the Property (the “Project”); and

**WHEREAS**, it is the intent of the Village to encourage economic development which will increase the real estate tax base of the Village and the tax base of other taxing bodies, 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 Project is consistent with the land uses of the Village as adopted; and

**WHEREAS**, the Village has the authority under the Act to incur Redevelopment Project Costs ("Eligible Project Costs") pursuant to 65 ILCS 11-74.4-3(q) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

**WHEREAS**, the Village has determined that this Developer's Project requires the incentives requested herein and that said Developer's Project would, as 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 provide employment for its citizens and generally to enhance the economy of the Village; and

**WHEREAS**, the Village and the Developer (the "Parties") have agreed that the Village shall provide a grant to the Developer for reimbursement of the Developer's Eligible Project Costs (*Exhibit 1*) up to an amount not to exceed **Fifty Thousand Four Hundred Eighteen and 79/100 Dollars (\$50,418.79)** to be paid from the Mt. Zion Gustin-Nelson TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

**WHEREAS**, the Village and the Developer agree that, to date, the Village has already reimbursed the Developer, for its TIF Eligible Project Costs incurred with respect to the Project, the amount of \$38,898.10, which leaves the amount of \$11,520.69 remaining to be paid pursuant to the terms set forth herein; and

**WHEREAS**, the Village hereby ratifies the amount of \$38,898.10 previously paid to the Developer for its TIF Eligible Project Costs with respect to the Project; and

**WHEREAS**, in consideration of the execution of this Agreement, the Developer has proceeded with the Project as set forth herein; and

**WHEREAS**, the Village is entering into this Agreement having encouraged and induced the Developer to complete 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. The Village is extending incentives for the Developer's Project in anticipation of the expected completion of the Developer's Project as set forth herein.
4. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

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

The Village has created a Tax Increment Financing District, currently known as "**Mt. Zion Gustin-Nelson TIF District**" which includes the Developer's Property. The Village has previously assisted certain Redevelopment Projects through TIF incentives, similar to the incentives provided herein for this Developer's Project.

### **C. INCENTIVES**

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

1. The Village shall provide a grant to the Developer as reimbursement of the Developer's TIF eligible project costs as herein described in ***Exhibit 1*** and up to an amount not to exceed **Fifty Thousand Four Hundred Eighteen and 79/100 Dollars (\$50,418.79)**. The Parties hereto agree that the Village has already reimbursed the Developer the amount of \$38,898.10 which leaves \$11,520.69 remaining to be paid. The Village agrees to reimburse said amount of \$11,520.69 within thirty (30) days upon the execution of this Agreement the Developer providing verification of its land acquisition cost with respect to its purchase of the Property pursuant to *Section E, "Payment of Eligible Project Costs."*

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

The Developer's total cumulative reimbursement pursuant to this Agreement shall not exceed **\$50,418.79** which includes the amount of \$38,898.10 that the Village previously paid to the Developer.

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

1. A request for payment to the Developer for Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (see ***Exhibit 2***, Requisition for Verification of TIF Eligible Project Costs) as submitted by the Developer to the Village's TIF Administrator, Jacob & Klein, Ltd. and The Economic Development Group, Ltd., (collectively the "Administrator").
2. The Requisition must be accompanied by verified bills and invoices, cancelled checks or statements of suppliers, contractors, or professionals together with Mechanic's Lien Waivers as required by the Village's Administrator or Clerk.
3. The Requisition and documentation of TIF Eligible Project Costs as described in Paragraph 2 above **must be submitted by the Developer within six (6) months from the date of**

execution of this Agreement to be eligible for reimbursements.

4. The Administrator shall approve or disapprove the 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 the Requisition is disapproved by the Administrator (or subsequently by the Illinois Department of Revenue), 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.
5. 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.

#### **F. LIMITED OBLIGATION**

The Village's obligation hereunder is to pay Developer for Eligible Project Costs limited to **\$50,418.79** as set forth above. 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.

#### **G. 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 Party's 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) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

#### **H. 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.

#### **I. 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.

#### **J. 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 (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

##### **TO VILLAGE**

Village of Mt. Zion  
% Village Clerk  
1400 Mt. Zion Parkway  
Mt. Zion, Illinois 62549  
Ph: (217) 864-5424

*With copy to Administrator:*  
Jacob & Klein, Ltd.  
The Economic Development Group, Ltd.  
1701 Clearwater Avenue  
Bloomington, IL 61704  
Ph: (309) 664-7777

##### **TO DEVELOPER**

Ruff-Inn-It, LLC/  
John M. Betscher  
1555 N. State Rt. 121  
Mt. Zion, Illinois 62549  
Ph: (217)

#### **K. 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.

#### **L. 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 private 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: <https://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. 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 the Village.

#### **M. AMENDMENTS TO THIS AGREEMENT**

The Parties hereto may amend this Agreement at any time by their mutual consent which amendment must be in writing and executed by the Parties.

#### **N. TERM OF THE AGREEMENT**

This Agreement shall expire following payment by the Village to the Developer for the one-time, lump-sum reimbursement of TIF Funds per *Section C*.

#### **O. ASSIGNMENTS**

The rights and obligations of the Developer under this Agreement shall not be assignable by the Developer.

#### **P. 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.

*[the remainder of this page is intentionally blank]*



# EXHIBIT 1

## SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Ruff-Inn-It, LLC  
and John M. Betscher

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

Project Description: Developer has proceeded with plans to undertake a redevelopment project located on the Property.

Street Location: 1555 N. State Rt. 121, Mt. Zion, Illinois

PIN #: 12-17-04-229-012

### Estimated Eligible Project Costs:

Land Acquisition ..... \$50,418.79

**Total Estimated TIF Eligible Project Costs<sup>1</sup> ..... \$50,418.79**

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<sup>1</sup> Although the Developer's TIF Eligible Project Costs may exceed \$50,418.79, the Village's reimbursement to the Developer shall not exceed \$50,418.79 pursuant to the terms and condition contained herein.

## EXHIBIT 2

**VILLAGE OF MT. ZION, ILLINOIS  
MT. ZION GUSTIN-NELSON TAX INCREMENT FINANCING (TIF) DISTRICT**

**PRIVATE PROJECT  
REQUEST FOR VERIFICATION OF TIF ELIGIBLE PROJECT COSTS  
BY  
RUFF-INN-IT, LLC and JOHN M. BETSCHER**

Date \_\_\_\_\_

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

Re: TIF Redevelopment Agreement, dated June 15, 2020  
by and between the Village of Mt. Zion, Illinois, and  
Ruff-Inn-It, LLC and John M. Betscher (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 Ruff-Inn-It, LLC and/or John M. Betscher 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. 3
2. PAYMENT DUE TO: Ruff-Inn-It, LLC and/or John M. Betscher
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
<i>Land Acquisition</i>	\$ 11,520.69
Total	\$ 11,520.69

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 "1"** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:
  - (i) the amounts included in (3) above were made, 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; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices is attached; 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.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the Village to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is **Exhibit "1"** 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: President R.I.T.-Inn-It LLC

APPROVED BY VILLAGE OF MT. ZION, ILLINOIS

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

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

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

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

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